

**CONTRACTUAL AGREEMENT**

**BETWEEN THE**

**BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 63 (SAANICH)**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 441**

**(SAANICH SCHOOL BOARD EMPLOYEES)**

**JULY 1, 2022 TO JUNE 30, 2025**

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**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2023.

**BETWEEN THE:**

**BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 63 (SAANICH)**  
(hereinafter called the "Board")

**OF THE FIRST PART**

**AND THE:**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)**  
(hereinafter called the "Union")

**OF THE SECOND PART**

**WHEREAS** it is the desire of both parties to this Agreement to maintain harmonious relationships so necessary between employer and employee and to recognize the mutual value of joint discussions and negotiations in all matters of mutual concern;

**AND WHEREAS** the Board is an employer within the meaning of the *Labour Relations Code* of British Columbia;

**AND WHEREAS** the Union is a labour organization within the meaning of the said Code;

**NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties HERETO AGREE EACH WITH THE OTHER AS FOLLOWS:**

## **ARTICLE 1 - DEFINITIONS**

### **1.01 Probationary Employee**

- (a) A probationary employee is a continuing employee who is serving a probationary period of three (3) months in his or her first continuing position in order to determine his or her suitability for employment in the continuing position. If the employee is deemed unsuitable at the end of three months, the probationary period may be extended for up to an additional three months. Probationary employees shall be paid pursuant to Schedule "A".
- (b) The probationary period may only be broken by termination or layoff. If

the probationary period is interrupted for other reasons (e.g. sickness, WCB, leave of absence) the previous probationary time completed will be credited toward the required probationary period.

## **1.02 Continuing Employee**

A continuing employee working either full or part-time hours is an employee who has satisfactorily completed the probationary period pursuant to Article 1.01. Continuing employees shall be paid pursuant to Schedule "A".

An employee receiving the continuing rate of pay shall receive the continuing rate for all work done for the Board.

School support workers and clerical employees: for the conversion of temporary hours to continuing hours refer to Appendix "A.8".

## **1.03 Temporary Employee**

This clause covers all the rights of a temporary employee. In the event of an inconsistency elsewhere in the agreement, this clause will prevail except for those sections contained in Article 15.05 Secondary Seniority.

(a) General:

- (1) Temporary employees are employees who are hired to:
  - (i) work on capital work projects;
  - (ii) relieve in established positions or on a day-to-day call-in basis;
  - (iii) work on seasonal projects;
  - (iv) augment the work force for specific job requirements;
  - (v) fill a support worker vacancy of less than a school year.
- (2) The Board may request a temporary employee to come to work at any time for a temporary period. The employee has the option of accepting or rejecting one (1) or more of the temporary periods.
- (3) Temporary employees who have served continuously in the same position for a period of three (3) months can be terminated by either party with two (2) weeks' notice.
- (4) Temporary employees shall receive the temporary rate of pay.

- (5) Temporary employees who have not completed six hundred and thirty (630) hours of service with the Board as a clerical or school support worker employee or seven hundred and twenty (720) hours as a maintenance, custodian, grounds, bus driver, data services, courier or district technical assistant employee shall receive four percent (4%) in lieu of vacation. Commencing July 1, 2024 eligible employees will receive an additional two percent (2%) in lieu of extended health and dental benefits, for a total of six percent (6%) in lieu, added to all earnings.
- (b) Temporary employees who have completed six hundred and thirty (630) hours of service with the Board as a clerical or school support worker employee or seven hundred and twenty (720) hours as a maintenance, custodian, grounds, bus driver, data services, courier or district technical assistant employee are entitled to the following benefits on the first (1<sup>st</sup>) day of the month following completion of the hours of service:
- (1) The option of joining the Board's medical insurance, extended health and dental plans. Group Life shall be mandatory. This option is available until the age of sixty-five (65). Eligible temporary employees will have a thirty-one (31) day opportunity in which to join the plan from the date they qualify as a temporary employee pursuant to Article 1.03 (b). Thereafter they would only be eligible to join the plan if they transfer from another plan. Premiums shall be shared on the same basis as continuing employees. To maintain eligibility for these benefits, the temporary employee must work an average of twenty (20) hours per month in each quarter. Where work is unavailable in any quarter, the quarter will be prorated to the time available. Once the employee becomes ineligible, they must work the qualifying service again.
- (2) Entitled to be paid statutory holidays pursuant to Article 21.01 and school term employees pursuant to Article 21.02 of this agreement. The amount of pay will be calculated pursuant to Article 21.03(c), (d) and (e).
- (3) Shall be entitled to the sick leave provisions of Article 23.01 and can use the sick leave accrual only when in an assignment either appointed pursuant to Article 16.02 or call-in replacement pursuant to Article 11.
- (4) Vacation pay entitlement as per Article 22.01 and vacation pay accrual per Article 1.03 (c) (2).

- (5) Temporary employees shall access vacancies pursuant to Article 15.05.
- (6) Temporary employees shall be entitled to Emergency leave as defined in Article 24.08 and Compassionate leave as defined in Article 24.02 and paid Jury Duty as defined in Article 24.03 when in an assignment either appointed pursuant to Article 16.02 or call-in replacement pursuant to Article 11.
- (7) Temporary employees shall accrue secondary seniority according to Article 15.05.
- (8) A temporary employee who is awarded a continuing position shall not lose any accrued benefits or accrued time towards benefits, pursuant to Article 28.
- (c) (1) A temporary employee who has completed one thousand, six hundred and eighty (1,680) hours of service with the Board as a clerical or school support worker employee or one thousand, nine hundred and twenty (1,920) hours of service as a maintenance, grounds, custodial, data services, bus driver, courier or district technical assistant employee shall be paid in lieu of Municipal Pension Plan six percent (6%) above the current rates of pay for the temporary classification. This clause does not apply to employees on an Apprentice Program or an employee who is in receipt of Municipal Pension Plan pension payments. When a temporary employee has had two (2) consecutive years of earnings reaching the thirty five percent (35%) of YMPE they will be required to contribute to the Municipal Pension Plan and no longer receive the six percent (6%) above the current rate of pay.
- (2) Once the temporary employee is required to contribute to the Municipal Pension Plan, vacation pay pursuant to Article 1.03 (b)(4) will be accrued each pay. Vacation time not used will be paid according to Article 22.01 (e).

#### **1.04 Volunteers**

- (a) Volunteers shall be supplementary to the employees in the bargaining unit.
- (b) The Board will not replace current bargaining unit employees with volunteers. The Board and the Union agree to maintain a positive relationship with volunteers. It is agreed that any problems related to District volunteers, whether individual or collective, will be referred to the Labour Management Committee.

- (c) No CUPE member will be held liable or responsible for the improper action of any volunteer other than reporting any such action to Administration.
- (d) A volunteer is not an employee nor entitled to any preference over any continuing or temporary CUPE employee with respect to any rights or benefits resulting from the employment or the Collective Agreement between the parties.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 Rights of Management**

The management of the work force and of the methods of operation is exclusively vested in the Board. The Board may alter from time to time written rules and regulations to be observed by the employees; such rules and regulations shall not be in contravention to the provisions of this Agreement. The Board shall have the right to hire, assign, discipline, layoff, and discharge employees for just and reasonable cause.

## **ARTICLE 3 - UNION RECOGNITION**

### **3.01 Exclusive Bargaining Agent**

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all employees covered by the Union's certification from the Labour Relations Board of British Columbia.

### **3.02 Membership List**

The parties agree that the employer shall release a complete membership list, including addresses and phone numbers, to the union on request for any vote governed by the *Labour Relations Code*.

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.01 No Discrimination**

There will be no discrimination against any applicant to a position covered by this agreement or against any member of the bargaining unit on the basis of race, ancestry, colour, creed, age, mental or physical disability, sex or sexual orientation, religious or political affiliation, national origin, marital status, family status, or because he/she is participating in the activities of the Union, carrying out duties as a representative of the Union, or involved in any procedure to

interpret or enforce the provisions of the Collective Agreement.

#### **4.02 (a) Sexual Harassment**

The Board and the Union recognize the right of employees to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of sexual harassment which may arise in the workplace.

- (1) Sexual harassment by either employees or employer representatives shall be defined as:
  - (i) Any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought to reasonably know such behaviour is unwelcome; or circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
  - (ii) An implied promise of reward for complying with a request of a sexual nature; or
  - (iii) A sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.
- (2) The procedure for reporting complaints of sexual harassment shall be as follows:
  - (i) A complaint of sexual harassment may be filed verbally or in writing with one of the following:
    - An administrator, supervisor/manager; or
    - The Director of Human Resources
  - (ii) Complaints of sexual harassment not resolved informally within seven (7) working days under subsection (i) shall be made to the Superintendent of Schools in writing.
  - (iii) Within seven (7) working days of the filing of the complaint, the Superintendent of Schools shall report to the complainant in writing of action taken.

- (iv) A complainant, if unsatisfied with action taken, may file a grievance commencing at Article 12.02 (a), Step 3.

**(b) Personal Harassment**

- 1) Personal harassment by either employees or students shall be defined as;
  - (i) Any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
  - (ii) Objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates or humiliates another person; or
  - (iii) The exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
  - (iv) Such misuses of power or authority as intimidation, threats, coercion and blackmail.
  - (v) Personal harassment excludes any reasonable communication or action taken by a supervisor or employer representative relating to the management and direction of workers or the place of employment.

Every attempt should be made to resolve the situation by the two (2) parties.

- (2) The complaint of personal harassment shall immediately be filed with the employee's supervisor and/or union shop steward. If the shop steward decides to proceed to Article 12.02 (a), Step (1), the shop steward shall inform the employee's supervisor.
- (3) If the complaint is not resolved at Article 12.02 (a), Step (1) the employee with or without a member of the Union shall report the incident to one of the following:
  - An administrator, supervisor/manager, or
  - The Director of Human Resources

**(c) Responsibility**

No employee shall be subject to reprisal, threat of reprisal or discipline as a result of filing a bona fide complaint of sexual or personal harassment. It is recognized that false or malicious complaints may damage the reputation of, or be unjust to, other employees and therefore the complainant may be subject to disciplinary action.



#### **4.03 Employee/Supervisor Relations**

When an employee feels the employment relationship with a supervisor is a matter of serious concern, the concern should be brought forward in confidence to the Union, who may recommend that it be brought to the Labour Management Committee for resolution. The details of the issue will be presented in writing to the Labour Management Committee.

#### **4.04 Indemnification**

Employees shall be covered by the Board's Indemnification Bylaw (see Appendix "D").

### **ARTICLE 5 - UNION SECURITY**

#### **5.01 All Employees to be Members**

- (a) As a condition of continued employment with the Board all new employees covered by the agreement shall become and remain a member of the Union.
- (b) That all employees covered by the Union Certification shall pay an amount equal to initiation fees, monthly dues and assessments as may be from time to time determined by the Union in accordance with the Constitution of the Canadian Union of Public Employees.
- (c) Terms and Conditions of employment of Youth and Family Counsellors are contained in Letter of Understanding No. 5.

#### **5.02 Acceptance of Employment**

Acceptance of employment shall constitute acceptance of the terms and conditions thereof.

#### **5.03 New Employees**

The Secretary-Treasurer will forward copies of correspondence to the Union within seven (7) days of a Board Meeting, on continuing employees hired, promoted, disciplined, discharged, laid off, recalled, transferred, resigned and retired.

#### **5.04 No Other Agreements**

No employee will make a written or verbal agreement with the employer which may conflict with the terms of this Collective Agreement.

## **ARTICLE 6 - CHECKOFF OF UNION DUES**

### **6.01 Deductions**

Deductions shall be made from each paycheque and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the next succeeding month, accompanied by a list of employees from whose wages the deductions have been made.

## **ARTICLE 7 - BOARD AND UNION RESPONSIBILITIES TO NEW EMPLOYEES**

### **7.01 New Employee Orientation**

The Board shall provide all new employees with a copy of the current collective agreement and any materials supplied by the Union. An employee orientation session, for new employees, with representatives of School District No. 63 (Saanich) and CUPE Local 441 will be held each year at the joint professional development day pursuant to Article 24.06 (b).

## **ARTICLE 8 - CORRESPONDENCE**

### **8.01 Correspondence**

All and any matters between the parties hereto arising out of this agreement or incidental thereto shall pass to and from the Secretary (or designate) of the Union and the Secretary-Treasurer (or designate) of the Board.

## **ARTICLE 9 - LABOUR-MANAGEMENT COOPERATION COMMITTEE**

### **9.01 Labour Management Committee**

A Labour-Management Committee shall be appointed and consist of not more than four (4) representatives of the Board and not more than four (4) representatives of the Union.

### **9.02 Function of Committee**

The purpose of the Labour Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity. All and any matters of mutual concern pertaining to performance of work, operation problems, conditions of employment and harmonious relations shall be referred to this committee for discussion and recommendation.

### **9.03 Meetings of Committee**

Regularly scheduled labour management meetings shall take place five times per year; the dates to be agreed upon by January 15<sup>th</sup> of each year. Either party may also request that a special meeting be convened, in which case the Director of Human Resources shall arrange a mutually agreeable date for such a meeting.

## **ARTICLE 10 - NEGOTIATIONS**

### **10.01 Union Bargaining Committee**

Time off with pay shall be granted to not more than four (4) representatives of the Union when it becomes necessary to negotiate with the Board during working hours.

## **ARTICLE 11 - CALL-IN PROCEDURES**

### **11.01 Call-In Procedures**

- (a) It is the employer's responsibility to determine the need for a replacement and to establish the procedures with their staff on the expectations for replacement call-in. The employer will, when operationally feasible, organize replacement from within the location/school prior to utilization of central call-in.
- (b) The employer will establish the temporary replacement lists outlined in Article 16.01 that will include the qualifications of the staff listed. These lists will be posted on CUPE bulletin boards so staff are aware of the information used for call-in.
- (c) The call-in system will be for short-term replacement. The employer will endeavour to initially assign replacement staff with continuing or secondary seniority to any longer-term assignment in order of seniority. For replacement staff without secondary seniority, the call-in will be done on an alphabetical rotational basis. Where the employer ought reasonably to know the vacancy will extend over ninety (90) calendar days the employer will post the vacancy pursuant to Article 16.01 (b).
- (d) The central call-in system will be used for the following leaves except as described in numbers (e) and (f) below:
  - Sick Leave
  - WCB Leave
  - Bereavement Leave

- Jury Duty
- Emergency Leave
- Leave for training/professional development
- Medical Leave pursuant to Article 24.09
- Vacation Leave

The call-in replacement will be assigned for the period of absence until the return of the incumbent. When the call-in is filled by a person who is not the most senior qualified replacement and the return of the incumbent is extended and deemed to be a longer-term assignment (per (c) above), the assignment will be re-evaluated to determine if a more senior replacement should be assigned.

- (e) The school/location can call-in a suitable replacement from the list for the following leaves:

- General Leave pursuant to Article 24.09
- Partial leave pursuant to Article 24.12
- Union leave pursuant to Article 24.01

- (f) Leaves for partial day/shift when unknown in the previous day can be called by the school/site from the replacement list for that day only. Any subsequent days will be replaced through the central call-in.

- (g) Central call-in will be managed as follows:

The Central Call-in position will call the following job classifications:

- Clerical Staff
- Data Services
- Support workers except for noon hour supervisors (Job 49) who will be called by the school

- (h) Physical Plant will call the remaining job classifications of Maintenance, Custodial, Grounds and Transportation following the procedures described in this Article. The Central Call-in position will not call these classifications.

For Custodial positions, after the provisions of Article 11.01 (a) have been fulfilled, call-ins for known absences will be arranged so that the senior available replacement employees are assigned to the longest known assignments with the greatest number of hours in order of seniority. As call-ins are continually shifting in an unpredictable manner, rearrangement of assignments will be carried out on an as-required basis.

- (i) It is expected that temporary employees on the Call-In list will be available for dispatch work. Employees in the Clerical, School Support Worker and Data Services classifications will be available to work and will answer dispatch calls between 6:00 a.m. and 9:00 a.m. Custodians will be available to answer their calls between 12:30 p.m. and 1:30 p.m.

- (j) **Definition of Failure to Respond:**

For the purpose of this Article, failure to respond to a call from Central Call-In means both a verbal refusal to be dispatched from the employee on the Call-In list, and failure to answer the phone call from Central Call-In during the periods stated.

- (k) **For Employees without Secondary Seniority:**

Eight (8) failures to respond to a call from Central Call-In during a twelve (12) month period (July 1<sup>st</sup> to June 30) will result in being removed from the Call-In list resulting in termination of employment. These employees are expected to be available for work.

The Employer will notify the employee in writing after six (6) failures to respond that the employee only has two (2) more opportunities to fail to respond during a twelve (12) month period (July 1<sup>st</sup> to June 30<sup>th</sup>) before his/her name is removed from the Call-In list resulting in termination of employment.

Temporary employees without secondary seniority may make themselves unavailable for work for no more than a total of fifteen (15) working days per year (July 1<sup>st</sup> to June 30<sup>th</sup>) by providing the employer with written notice at least twenty-four (24) hours in advance of his/her unavailability for circumstances other than emergencies.

- (l) **For Employees with Secondary Seniority:**

Pursuant to Article 15.05 (h) (3), if the employee fails to respond to eight (8) calls from Call-In within a twelve (12) month period (July 1<sup>st</sup> to June 30<sup>th</sup>), he/she will lose their secondary seniority. The Employer agrees to notify the employee in writing once the employee fails to respond to six (6) call-ins.

Employees with secondary seniority who want to schedule regular days of unavailability must provide the employer with advance written notice of at least twenty-four (24) hours of his/her unavailability for circumstances other than emergencies. For extended periods of total unavailability, the employee needs to provide the employer with written notice at least five (5) working days prior to his/her unavailability and include a reason or

description of the circumstances. Such periods of total unavailability shall not exceed a total of sixty (60) working days per year (July 1<sup>st</sup> to June 30<sup>th</sup>).

- (m) For the purposes of Article 15.05 (h)(3), when a replacement employee has not informed the Board in advance in writing of a period of unavailability and the employee is called for temporary replacement work, then the following will not count as a failure to respond:
- Emergency leave, accessed no more than two (2) times per year of one day in the event of illness in the employee's immediate family which requires their presence at home or the event of an emergency;
  - Jury duty where documentation is provided;
  - Compassionate leave of up to three (3) days for bereavement caused by the death of a mother, father, sister, brother, spouse, common-law spouse, child, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepsister, stepbrother, stepmother, stepfather, step grandparent and foster child;
  - Sick leave of no more than one (1) day per month;
  - Refusal due to a lack of a vehicle where one is required for the assignment.
- (n) If any call-in results in a busy signal, it will not count as a failure to respond and the rotation will advance to the next qualified, available temporary employee.
- (o) The parties agree that the following procedure will be used for the call-in of temporary work under Job 57 Facility Monitor. Job 57 work includes minor clean-up of the facility including clean-up of small spills, emptying garbage, and the set up and breakdown of the event. It will be determined at the time of the Community Use contract if a Job 9 custodian is needed, and call out for that work would be pursuant to the regular call out in Article 11.01. If the Job 9 work is determined to be four (4) hours or more, then a Job 9 would be called out for the entire event.
- (1) Job 57 temporary work will be filled under Article 11.01 (h) by Physical Plant.
  - (2) The employer will inform staff (both continuing and call-in temporary), through a memo each June and November on the CUPE bulletin boards, of the opportunity for temporary work as a Job 57. At these opportunities, employees can request to be added to the call-in list for Facility Monitor work.
  - (3) Employees can only do Job 57 temporary work when it does not result in overtime pay for the time worked as a Job 57.

- (4) The temporary Job 57 work will be assigned by Community Use contract.
- (5) The employer will call in available staff on the list in seniority order and will endeavour for longer term assignments to assign qualified staff with continuing or secondary seniority, pursuant to Article 11.01 (c).
- (6) As the employer does not wish to manage the unavailability of staff on the list, any refusal for Job 57 temporary work will not count as failure to respond pursuant to Article 15.05(h).

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### **12.01 Definition**

Where a difference arises between the parties relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of work may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference to arbitration and the parties shall agree on a single arbitrator. The arbitrator shall hear and determine the difference and shall issue a decision and the decision is final and binding upon the parties and any person affected by it.

### **12.02 Grievance Procedure**

- (a) An earnest effort shall be made to settle grievances fairly and promptly. Prior to the grievance being filed, employees and shop stewards are encouraged to discuss the concern with the supervisor and attempt to resolve the concerns at this level. If unsuccessful, the following steps shall be followed:

<u>Step 1</u>	Within ten (10) working days of the employee or the union becoming aware of the event which gave rise to the grievance, a union representative may submit a written statement of the particulars of the grievance including an identification of the article(s) of agreement that are alleged to have been violated and the redress sought to the Director of Human Resources or designate. Within five (5) working days following receipt of the written grievance, the parties will meet to attempt to resolve the matter. If necessary, an additional meeting with the shop steward, or the employee
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and shop steward, may be held during this step. Within five (5) working days following the final Step 1 meeting the Director of Human Resources or designate will provide a written response that outlines either the proposed settlement or the employer's position at this Step.

Step 2 Within five (5) working days following receipt of the Step 1 response, if the union does not consider the grievance to be satisfactorily resolved, it will request in writing that the grievance be advanced to Step 2. A union representative with or without the aggrieved employee will meet with the Secretary-Treasurer or designate to seek a resolution. The Secretary-Treasurer or designate will provide a written response to the grievance within five (5) working days of this meeting.

Step 3 Failing a satisfactory settlement within the time limits indicated in Step 2, the Union may submit, within five (5) working days, a written grievance to the Board's Human Resources Committee. A meeting between the Union's Grievance Committee and the Board's Human Resources Committee shall be at a mutually agreeable time, but in any event not later than ten (10) working days from the date the written grievance was received by the Secretary-Treasurer under Step 3. A written response shall be forwarded to the Union's Grievance Committee within five (5) working days of the meeting with the Human Resources Committee of the Board.

Step 4 Failing a satisfactory settlement under Step 3, the Union may, within seven (7) working days, submit the grievance to a board of arbitration under the provisions of Article 13 of this Agreement.

(b) Time limits may be extended by mutual agreement.

## **ARTICLE 13 - ARBITRATION**

### **13.01 Arbitrator**

If a request for arbitration is made, one (1) arbitrator mutually agreeable to both parties will be appointed within ten (10) working days after the written request for arbitration has been received.



### **13.02 Failure to Appoint**

In the event the two (2) parties are unable to agree upon the selection of an arbitrator within forty-eight (48) hours of a meeting pursuant to Article 13.01 above, they shall request the Minister of Labour of the Province of B.C. to appoint an arbitrator.

### **13.03 Arbitration Procedure**

The arbitrator may determine his own procedure, but shall give full opportunity to all parties to present evidence and make representation.

### **13.04 Decision of the Arbitrator**

The decision of the arbitrator shall be final and binding on both parties.

### **13.05 Expenses of the Arbitrator**

Each of the parties shall bear equally the expenses of the arbitrator.

## **ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **14.01 Proper Cause**

The Board shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause. The Board may suspend, transfer or discharge an employee for just and reasonable cause.

### **14.02 Notice of Termination**

Except in the case of dismissal for just and reasonable cause, the Board shall give and expect a minimum of one (1) month notice when terminating the services of a continuing employee.

### **14.03 Warnings**

Whenever the Board deems it necessary to censure an employee in a manner indicating that dismissal or discipline may follow any repetition of the act complained of or omissions referred to if the employee fails to bring his work up to the required standard by a given date, the Board shall forward copies of correspondence relating to such censure to the employee and the Secretary of the Union. All warnings shall be in writing.

#### **14.04 Access to Personnel File**

- (a) An employee shall have the right to have access to and to review his or her personnel file and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record and the employer shall provide copies of documents as requested by the employee.
- (b) The union, with written permission from the employee, shall have access to the employee's file and the employer shall provide copies of documents as requested by the union and employee.

#### **14.05 Disciplinary Reports**

- (a) For purposes of this article, a disciplinary report is defined as any written document that reprimands an employee for misconduct, imposes formal discipline in relation to misconduct, or warns that formal discipline may or will be imposed in connection with future incidents of misconduct. Letters of direction and expectation are not considered disciplinary reports.
- (b) The record of an employee shall not be used against the employee at any time after twelve (12) working months have elapsed following a suspension or disciplinary action, except for disciplinary reports related to inappropriate conduct toward a student, harassment, bullying, or violent behaviour, which shall not be used against the employee at any time after thirty-six (36) calendar months, and for convictions for child abuse, which may be used at any time during the employee's employment.
- (c) The personnel file of an employee shall be cleared of any disciplinary report(s) after twelve (12) working months have elapsed from the date of the last report pertaining to related disciplinary action(s) other than those exceptions specified in Article 14.05 (b), which shall remain on the employee's personnel file for thirty-six (36) calendar months.
- (d) All such reports shall be copied to the employee and the Union before being inserted into the personnel file.
- (e) Disciplinary reports pursuant to this clause will only be filed in the personnel file located in the Board Office.

#### **14.06 Suspensions**

- (a) Suspension will mean loss of pay for the duration of the suspension.
- (b) The Board may suspend an employee for just and reasonable cause, on written notice, for a period of up to ten (10) working days. The Board

reserves the right to extend the suspension for just and reasonable cause. When an employee is suspended, the employee shall be notified in writing with a copy to the Secretary of the Union, stating the reason for the suspension.

- (c) If the employee feels that the suspension is unjustified he/she may file a grievance as stipulated in Article 12 of this Agreement. The employee suspended will be allowed to return to work after the suspension and continue employment with all rights and privileges. If the Grievance Committee or the arbitrator does not uphold the Board's suspension, the employee shall then be paid for the number of days of suspension
- (d) When the suspended employee returns to work he or she will continue employment with all rights and privileges. Those employees under child abuse charges will not return to work until disposition of those charges.

#### **14.07 Representation**

Whenever the employer is meeting with an employee for a purpose that may lead to discipline, the employer will ensure that the employee is told they are entitled to representation from the Union. The employer will notify an officer of the Union of the meeting. The employee may advise the Union that they do not desire Union representation.

### **ARTICLE 15 - SENIORITY**

#### **15.01 Continuing Seniority**

A continuing employee's seniority date shall be their date of appointment to a continuing position by the Board as per Article 15.02.

#### **15.02 Probationary Appointments**

- (a) Newly appointed continuing employees shall be on probation from the date of appointment by the Board, for a period of three months. If the employee is deemed unsuitable at the end of three (3) months, the probationary period may be extended for a period up to an additional three (3) months. The probationary period may only be broken by termination or layoff.
- (b) If the probationary period is interrupted for other reasons (e.g. sickness, WCB, leave of absence) the previous probationary time completed will be credited towards the required probationary period.

- (c) Employees shall be required to serve one (1) probationary period. If they transfer or take a promotion in the future the trial period provisions of Article 16 shall apply.
- (d) Upon completion of the probationary period an employee will have his/her seniority backdated by the total number of secondary seniority shifts worked. The backdating will be based on regularly scheduled working days for the classification normally worked. Employees backdated in this fashion will be end-tailed onto the seniority list dated April 17, 2000 attached to the Collective Agreement.
- (e) For the purpose of Articles 16 and 17, employees with the same seniority date: the date of hire to a continuing position will be the determining factor. In the event of a tie on the date of hire to a continuing position, the parties shall break the tie by:
  - (1) First considering the number of shifts worked.
  - (2) If there is still a tie, to conduct a lottery draw during working hours in the presence of a representative from the Union and the Employer.

### **15.03 Loss of Seniority**

Continuing employees shall not lose seniority rights nor have their continuous service record interrupted if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Board except for general leave renewal per Article 24.09(c). Continuing employees shall only lose their seniority or continuous service in the event of:

- (a) They are dismissed for just and reasonable cause and are not re-instated.
- (b) They resign or retire.
- (c) They fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through illness or other just cause. It shall be the responsibility of the individual to keep the Board informed of their current address.
- (d) They are laid off for a period longer than twelve (12) months.

### **15.04 Seniority List**

A seniority list for all continuing employees shall be available from the Board on request by the Secretary of the Union, and in addition the Board will provide a copy to the Secretary of the Union by May 1<sup>st</sup> of each year.

### **15.05 Secondary Seniority**

- (a) Secondary seniority shall be recognized once a temporary employee works a total of sixty (60) shifts within a six (6) month period.
- (b) For the purposes of this Article, a shift is defined as any day on which an employee has worked. For the purposes of this part, a day worked will also include any day on which hours are paid.
- (c) Secondary seniority shall be used for the purposes of job postings and assignment of temporary work.
- (d) For the purpose of filling posted positions, an employee who has secondary seniority or who is on the temporary call-in list shall be considered after continuing employees and prior to external applicants.
- (e) An employee who has secondary seniority shall be offered temporary work by seniority providing the employee is qualified for the assignment. In the event that the employee is working when an assignment arises the employee shall complete the current temporary assignment before any reassignment.
- (f) Secondary seniority shall be calculated twice yearly as of the closest pay ending date to May 1 and November 1.
- (g) The Board will provide a secondary seniority listing of temporary employees by total shifts worked to the Secretary of the Union by May 30 and November 30 each year. The listing will also show the total accrued hours for the purposes of benefits outlined in Article 1.03.
- (h) Temporary employees shall lose their secondary seniority in the event:
  - (1) They resign.
  - (2) They are discharged and not reinstated.
  - (3) They fail to respond to eight (8) call-ins within a twelve (12) month period. An employee who is unavailable for call-in shall notify the Board in advance in writing of those periods except in cases of emergencies. The employer agrees to notify an employee in writing once the employee fails to respond to seven (7) call-ins.

## **ARTICLE 16 - PROMOTIONS AND STAFF CHANGES**

### **16.01 Vacancies**

- (a) The Secretary of the Union (or designate) shall be advised of all vacancies as soon as possible, but no later than the time of posting. Such notification shall include a draft of the posting and any other relevant information in regard to the vacancy.
- (b) (i) When a new continuing position is created or when a continuing vacancy occurs which the Board requires to be filled or when a temporary vacancy is known in advance to be in excess of ninety (90) calendar days, the Secretary of the Union shall be notified in writing. When Central Call-in fills a temporary vacancy from April to June of any school year pursuant to Article 11, the Board and the Union will meet to determine if a posting is required. Until June 30, 2024, the Board shall post the notice of the position on all District CUPE Bulletin Boards for a minimum of seven (7) calendar days which shall close at 4:00 p.m. Starting July 1, 2024, the Board shall post the notice of the position on the District website for a minimum of seven (7) calendar days which shall close at 4:00 pm. The District will provide training and/or orientation to the website posting/application process for any employee who requests it. If the Board decides not to fill a vacant position, the Union is to be notified in writing.
- (ii) With the exception of eleven and twelve-month assignments, postings occurring in July and August shall close at 4:00 p.m. on August 25 and must be posted for a minimum of five (5) working days.
- (c) Information on Postings

When a job is posted it shall contain the following information:

- Posting number
- Location of position
- Job description and classification
- Appointed hours
- Current shift
- Pay rate(s)
- Other relevant information
- Where a temporary relief vacancy is created as a result of a leave of absence (including WCB), pursuant to Article 16.01(b), the posting shall read “effective as soon as possible until the return of the incumbent”.

- (d) In the event of vacancies occurring, the Board may make temporary arrangements to fill the vacancy pursuant to Article 11 until provisions of Article 16.01 above have been observed.

- (e) Temporary Replacement Lists

The District shall maintain replacement employee lists by job classification. The lists will be sorted by secondary seniority as outlined in Article 15.05 and list at the end those employees who have not attained secondary seniority. All replacements shall be selected from the appropriate lists as outlined in Article 15.05(f).

- (f) Summer, Spring Break and Christmas Lists

Continuing available employees wishing to do temporary work during summer, spring and Christmas breaks can request to be added to the replacement lists pursuant to Article 16.01 (e) for temporary work not posted per Article 16.01 (b).

## **16.02 Method of Making Appointments**

- (a) Job opportunity should increase in proportion to the length of service. Therefore, in filling vacancies, appointment shall be made of the applicant with the greatest seniority and having the required qualifications, skills and abilities for the posted position.
- (b) All transfers or promotions shall be for a three (3) month trial period.
- (c) In the event of an appointment of a person at a time of the year when weather or other conditions might restrict the opportunity for the employee to demonstrate competency during the trial employment period, an extension of the trial period for a further three (3) months may be implemented by mutual agreement of the contracting parties. Application for such extension to be made by one party to the other at least one (1) month prior to the termination of the regulation three (3) month trial period.
- (d)
  - (1) In the event an employee transfers or is promoted within the system and proves unsatisfactory in the position during the trial period, he or she shall be returned to his or her former position and wage, without loss of seniority.
  - (2) During the trial period an employee may also request, for work related reasons, to return to his or her former position and wage, without loss of seniority. Mutual agreement of the Board and Union is required before such a request is approved.



- (3) Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his or her former position and wage, without loss of seniority.
- (4) Where a continuing employee is successful in a temporary posting pursuant to Article 16.01 (b), the employer shall ensure that the employee(s) are returned to their continuing position at the end of the temporary term of appointment. Such leave shall be granted without loss of seniority.
- (e)
  - (1) Existing employees will be required to complete a keyboarding skills test only when applying for a position where typing speed is required and any previous position they have held did not require typing speed.
  - (2) Existing employees who have applied for a position that requires typing speed will not be required to take a keyboarding skills test where it is determined that their previous experience includes word processing.
- (f) When typing tests are done, a separate room shall be provided to take typing tests.

### **16.03 Increase in Hours**

- (a) The District agrees that it will attempt to create meaningful jobs for its employees so that current continuing part-time employees will achieve where possible and practical, full-time hours.
- (b) New hours (continuing or temporary) that become available in a school/location during a school year shall be assigned without posting to employees in the school/location on the basis of qualifications, seniority, classifications, and scheduling requirements of the school/location. It is understood that every effort shall be made to increase continuing hours for continuing employees.
- (c) Any continuing position for employees governed by Appendix "A" that becomes full-time during a school year and is required in the following school year and has been increased by six (6) hours or more per week in the school year must be posted as a continuing full-time position for the next school year.

### **16.04 Job Sharing**

- (a) Job share is two employees sharing one continuing position. The sharer is the continuing employee who is the original incumbent in the position



being shared. The co-sharer is the employee who co-shares the position.

- (b) The position to be job shared is maintained as a continuing position; the term of the job share shall not be less than three (3) calendar months nor shall it exceed one (1) calendar year. All job shares shall have an expiry date of no later than June 30<sup>th</sup>. Year-long job share arrangements shall be reviewed thirty (30) days in advance of the expiry date to see if the sharers and the parties will agree to extend the share for another year.
- (c) A job sharing request shall only be initiated by a continuing employee after first discussing with the appropriate administrator. It requires mutual agreement of the Board and Union and is subject to operational requirements; to cancellation on thirty (30) days notice by either party; and cancellation where the position of either employee is affected by layoff or bumping.
- (d) Jobs will be shared, where operationally feasible, with continuing employees. Where not operationally feasible a temporary vacancy will be posted. Co-sharer positions left vacant as a result of a job share application will be maintained as a continuing position with Leave of Absence status.
- (e) There shall be no reduction in the number of continuing positions as a result of the establishment of job sharing arrangements.
- (f) The hours of work will be contained within the normal work schedule in Article 18 of the Collective Agreement.
- (g) Participants in a job sharing arrangement will not be eligible to jointly apply for a posted vacancy. At no time will job sharing be used as a method of promotion.
- (h) In the event the sharer is successful in a posted vacancy, the job share arrangement shall be terminated and the total job will be posted.
- (i) When the job sharing arrangement expires, the sharer and co-sharer shall return to their previous positions.
- (j) Concerns and issues arising from a Job Share shall be addressed to the Secretary-Treasurer or designate, and forwarded to the Labour Management Committee for discussion.
- (k) Benefits (e.g. medical, extended health, group life, and dental) will be split between the sharer and co-sharer so there is no additional cost to the employer beyond the cost of the sharer. Pension benefits, including superannuation, will be calculated based on the guidelines set by the

appropriate policy and jurisdiction. Holidays, sick leave and vacation pay will be calculated based on time worked. Other benefits will be maintained at the current rate. Revenue Canada deductions (EI, CPP and Income Tax) will be deducted in accordance with Revenue Canada guidelines.

#### **16.05 Posting of Positions After Two (2) Years on Long Term Disability/WCB or Medical Leave of Absence**

- (a) When a continuing incumbent is away on Long Term Disability, WCB or Medical Leave pursuant to Article 24.09 (a) for two (2) years, the position shall be posted and filled as continuing. The employee will be notified of this by mail.
- (b) In the event that the Employer and the Union can agree that the employee will not be returning to work prior to (a), the position shall be posted at that time pursuant to Article 16.
- (c) If the employee is deemed able to return to work after two (2) years absent, they shall supply medical confirmation, adequate and sufficient to support a return to work.
  - (1) The Employer and the Union shall jointly meet with the employee to discuss and to consider available options with respect to accommodation of the employee's return.
  - (2) The parties agree they will attempt to place the employee in the order set out below. The seniority rights of all CUPE employees will be considered prior to any placement:
    - (i) In their previous position.
    - (ii) In their previous classification.
    - (iii) In another classification, with equivalent hours, rate of pay, for which the employee possesses the qualifications, skills and abilities to do the job.
    - (iv) In another classification, which does not have equivalent hours or rate of pay for which the employee possesses the qualifications, skills and abilities to do the job.
  - (3) It is understood that this accommodation should not impose undue hardship on the employer.

## **16.06 Promotion from Bargaining Unit**

Employees who transfer to an excluded position with School District No. 63 (Saanich) will be granted accumulated seniority for the purpose of returning to their bargaining unit position provided they continue to pay dues directly to the Union and that such a return occurs within a period of twelve (12) months of the date of leaving the bargaining unit.

## **ARTICLE 17 - LAYOFFS, STAFF REDUCTIONS AND RECALLS**

### **17.01 Definition of Layoff**

A layoff shall be defined as a reduction in the work force or a reduction in continuing hours of work.

### **17.02 Notice of Layoff**

- (a) In cases of layoff the Board shall give continuing employees a minimum of thirty (30) calendar days written notice of the effective date of layoff. Failure to provide such notice shall require payment in lieu thereof. If the recall date is known at the time of layoff notice is given, it shall be contained in the notice of layoff.
- (b) Continuing employees shall be laid off in the reverse order of their bargaining unit wide seniority for their position at each school or location.

### **17.03 Rights of Layoff**

- (a) Transportation, maintenance, grounds, custodial, data services, district technical assistant and courier employees about to be laid off may exercise their seniority rights to bump any employee with less seniority who holds a position in the same or lower transportation, maintenance, grounds, custodial, data services, district technical assistant and courier classifications provided that the employee exercising the right has the required qualifications, skills and abilities for the position.
  - (1) Notwithstanding sub (a), a Job 9 custodian who has more than one (1) year experience as a custodian may bump up to a Job 28 position provided he/she is senior to the Job 28 incumbent. A Job 28 custodian who has more than three (3) years experience as a Job 28 custodian may also exercise these rights over a Job 29 custodian.
- (b) Employees in receipt of notice of layoff pursuant to Article 17.02 shall be entitled to the following process:

- (1) Within five (5) working days of the notice of layoff, the Employer and the Union shall hold an information meeting with all employees who received notice of layoff and all other employees who may be affected.
  - (2) Employees, both those with notice of layoff and those that may be affected, shall be permitted five (5) working days after the information meeting in which to notify the Board that they wish to exercise their seniority rights by bumping or to take either recall or severance pursuant to Article 17.04.
  - (3) The Employer shall then hold a meeting where employees shall exercise their bumping options, or, failing the ability to bump, to take either recall or severance pursuant to Article 17.04.
- (c) Clerical employees, School Support Workers, and employees who are laid off shall have the rights as outlined in Appendix "A", while school is in session.

#### **17.04 Recall Procedures and Severance Pay**

- (a) Employees who are laid off and don't bump pursuant to Article 17.03 shall have the right to elect severance pay pursuant to (c) or to recall rights and retention of their continuing seniority for one year. Recall rights allow an employee to utilize their continuing seniority and be placed in the posting process pursuant to Article 16 provided the employee has the required qualifications, skills and abilities for the positions they are being recalled to.
- (b) Recall rights pursuant to (a) shall continue for one (1) year from the date of the layoff and at the end of the year there will be no rights to severance. At the end of the year, an employee on recall who has made himself/herself available for work during the year of recall, shall revert to an employee with secondary seniority with his/her secondary seniority shifts calculated based on his/her continuing seniority date. An employee who has not made himself/herself available for work during the year of recall shall have no further rights of employment with the Board.
- (c) Severance pay of one (1) week salary per year based on the salary paid on the date of layoff for each year of service as a continuing employee to a maximum of twenty-five (25) weeks.
- (d) Employees on recall who make themselves available for work pursuant to Article 11.01 shall continue to be eligible for benefits pursuant to Article

1.03(b) (1). If the employee does not make himself/herself available for work, Article 28.08(b) shall apply.

### **17.05 No New Employees**

No new employees will be hired to fill a vacancy until employees who have been laid off and have required qualifications, skills and abilities to fill the vacancy have been given an opportunity for re-employment. This provision shall apply for a period of one (1) year from the date of layoff. The employees will be responsible for keeping the Board informed of their current addresses.

## **ARTICLE 18 - HOURS OF WORK**

### **18.01 Hours**

- (a) The Employer shall schedule regular positions within the five (5) days of Monday to Friday and between the hours of 6:00 a.m. and 11:59 p.m. For those employees in the maintenance, grounds, transportation, custodian, data services, courier and district technical assistant classifications the full-time workweek shall be forty (40) hours per week and an eight (8) hour day. For those employees in the clerical, school support worker, and classifications the full-time workweek shall be thirty-five (35) hours per week and a seven (7) hour day.
- (b) No employee shall incur a loss of daily pay as a result of early school dismissals. Any hours in addition to the regular daily hours resulting from an early school dismissal shall be paid.
- (c) Altered School Schedule:  
  
When the Board approves an altered school schedule that provides for a shortened day, the weekly hours assigned would allow for a four (4) hour minimum each day, except in accordance with the provisions of Article 18.02(b).
- (d) Employees in posted positions will receive a minimum of ten (10) working days written notice of any regular, ongoing shift changes. Copies of such written notice will be provided to the Union.

### **18.02 Four Hour Minimum Work Day**

- (a) The Employer is committed to providing a minimum of four hours of work for a continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.

- (b) Exemptions from the four hour minimum:
  - (1) Student/noon hour supervisors (Job 49).
  - (2) Cross Guard (Job 49).
  - (3) Small schools with fewer than seventy-five (75) students in which case a two hour minimum will apply.
  - (4) Employees on a return to work program where the return hours able to work are less than four (4) hours per day.
  - (5) The minimum call-in for replacement of school support worker category positions will be a two (2) hour call-in.
  - (6) Other positions by mutual agreement.
- (c) The four (4) hours shall be consecutive but may exclude a lunch period of up to one hour, or a shorter period pursuant to Article 18.07.
- (d) Bus Drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.
- (e) Where posting of additional hours is required, additional hours of less than four hours may be posted as “additional hours” and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned pursuant to Article 16.03.

### **18.03 Minimum Custodial Staffing Formula**

The following minimum staffing formula of 22,090 sq. ft., per full-time equivalent custodian pursuant to Article 18.01(a) shall be used in determining minimum custodial staffing in all buildings in use by the District. The employer agrees to discuss with the union the equitable distribution of such staffing. This is a minimum staffing formula, not a performance formula, and actual cleaning requirements may vary from workplace to workplace.

### **18.04 Bus Drivers**

A regular day of employment for a bus driver will not exceed eight hours per day for the ten (10) month school year. A bus driver is required to be responsible for safety inspections and fuelling their vehicle as per the time allotments noted below, which also includes any schedule adjustments. The bus driver shall be required to be responsible for cleaning and washing their vehicle, as per the time

allotments noted below. These time allotments will comprise part of the regular eight (8) hour day.

#### Daily Time Allotment and Schedule Adjustments

Safety checks/warm up time	35 minutes per day
Fuelling times and schedule adjustments	15 minutes per day
Rest breaks	30 minutes per day
Cleaning and washing - Bus Capacity: 69 and greater	20 minutes per day
- Bus Capacity: less than 69	15 minutes per day

### **18.05 Use of Buildings**

It is agreed by the Board that every effort will be made to advise custodians well in advance of the letting of rooms, gymnasiums or auditoriums and the proper permit slip shall be issued on such occasions.

### **18.06 Rest Breaks**

All employees shall be permitted a rest period of fifteen (15) minutes both in the first and second half of a shift.

Appendix A employees with shifts that are less than a regularly scheduled full shift as defined under Article 18.01 (a) shall have pro-rated rest periods based on their scheduled hours of work.

Employees will not be required to take their first rest break attached to the commencement of the shift nor take their second break attached to the end of the shift, nor take either rest break attached to either the start or end of their lunch break.

Shift Length (hours)	Total Daily Break Length (minutes)
4.5	19
5	21
5.5	24
6	26
6.5	28

### **18.07 Flexible Lunch Break**

- (a) Lunch breaks shall be consecutive time breaks not exceeding one (1) hour as approved by the supervisor.
- (b) Employees covered by Appendix "A" who have a one (1) hour lunch break



may have the option to reduce their lunch break to one-half (½) hour per day, and may be allowed to vary their start or end time accordingly, subject to operational requirements. Such changes to their schedule require prior approval of their supervisor.

#### **18.08 Scheduling of Shift**

Positions covered by Appendix “A” shall not be scheduled with a shift which provides for an unpaid break in addition to a lunch break in excess of one-half (½) hour.

#### **18.09 School Support Workers**

Administrative Officers will ensure that some time is scheduled, at times appropriate to the scheduling requirements of the school, for the School Support Workers to meet with the administrative staff and integrating support staff to prepare for student learning.

### **ARTICLE 19 - OVERTIME**

#### **19.01 Overtime Defined**

- (a) Overtime is defined when the employee works more than forty (40) hours per week or eight (8) hours per day in the maintenance, grounds, custodial, bus driver, data services, courier and district technical assistant groups, and more than thirty-five (35) hours or seven (7) hours per day in the clerical, school support worker classifications. Overtime shall be paid at the rate of time and one-half (1½) for the first three (3) hours and double time (2x) for each hour thereafter.
- (b) Employees working overtime will have the option of being paid for the overtime or taking time off in lieu of overtime pay at the rate of time and one-half (1½) or double time (2x) in accordance with Article 19.01 (a).

#### **19.02 Callback Time**

An employee who is called in and required to work outside his/her regular working hours shall be paid a minimum of four (4) hours, which includes travel time to a maximum of forty (40) minutes, at overtime rates.

#### **19.03 Overtime for Bus Drivers**

Bus drivers on field trips after twelve (12) hours from their starting time shall be deemed to be called back in accordance with Article 19.02.



#### **19.04 Assignment of Overtime**

- (a) When the Employer determines that an employee is required to work overtime, such hours shall be offered to that incumbent. Where the incumbent declines the hours, they shall be offered to qualified, senior and willing employees working in the same job classification at that school/location. When all those employees at that school/location decline the overtime, then the Employer shall call in an employee pursuant to Article 11.01.
- (b) Pursuant to Article 19.04, this article provides a process for the assignment of overtime for custodians.

The Custodial Supervisor will keep a record of all calls made to offer and/or assign overtime.

An "Available for Overtime" listing will be developed which lists the custodians who are willing to work overtime. A questionnaire will be provided to Custodians annually.

Assignment of Overtime for Custodial Work will be done in the following order:

1. If supervision is required it shall be offered to the incumbent Job 29 or Job 28 lead at the school.
2. Continuing staff at the school site will be offered the overtime first according to seniority.
3. Continuing staff not at the school site but on the "Available for Overtime" list will be offered the overtime according to seniority.
4. Temporary staff with secondary seniority will be offered the overtime according to seniority.
5. Available, qualified temporary staff will be assigned to the work.

#### **19.05 Special Overtime for Trades Maintenance Positions**

The following applies only to the Trades Maintenance Positions who perform work remotely. Due to the nature of the duties involved, the following is agreed:

- (a) Calls made to the employees' home (by the Security Contractor, administrators, Custodian or Physical Plant Supervisors) after the scheduled regular hours are all to be paid a minimum of one (1) hour, at time and one-half (1½) the regular rate of pay, for each call.
- (b) Should the employee be required to leave their residence, Article 19.02 shall apply.

## **ARTICLE 20 - SHIFT WORK**

### **20.01 Shift Work**

In recognition of the undesirable features of shift work, a shift premium shall apply on all shifts in which the major portion of the shift is worked between 4:00 p.m. and 11:59 p.m. Employees shall receive thirty-five cents (35¢) per hour additional compensation for all shift work hours worked.

### **20.02 Travel Time/Mileage Allowance**

When an employee is assigned to one position that requires work at more than one location, travel time will be included as part of the hours of the assignment and mileage allowance will apply.

### **20.03 Bus Drivers Split Shift Differential**

Effective July 1, 2022, Bus drivers shall receive split shift differential equal to thirty-eight-point five percent (38.5%) of one (1) hour of the employees' regular hourly rate subject to the split being longer than one-half (½) hour. Split shift differential will not apply to field trips.

## **ARTICLE 21 - PAID HOLIDAYS**

### **21.01 List of Paid Statutory Holidays**

All employees coming within the provisions of this Agreement shall, if on payroll for fifteen (15) working days in the previous thirty (30) calendar days, be entitled to the paid statutory holidays as follows:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
Truth and Reconciliation Day	

and any other paid statutory holidays proclaimed by the federal or provincial governments.

In the event that the provincial government declares Truth and Reconciliation Day as a different day than the federal government, the parties agree that only the provincial holiday will be observed.

## **21.02 School Term Employees**

Employees who work the school term shall be paid for Labour Day but shall not be paid for Canada Day unless they work the three (3) consecutive working days immediately following Canada Day. B.C. Day shall be paid for providing the provisions contained in Article 21.01 are met.

## **21.03 Payment of Paid Statutory Holidays**

The parties agree that the payment of paid statutory holidays pursuant to Article 1.02 and Article 21.01 and 21.02 shall be done as follows:

- (a) Continuing employees pursuant to Article 1.02 working full-time hours pursuant to Article 18.01 shall be compensated for the paid statutory holidays listed in Article 21.01.
- (b) Continuing employees pursuant to Article 1.02 working less than full-time hours pursuant to Article 18.01 shall be compensated for the paid statutory holidays listed in Article 21.01 on a prorata basis to full-time hours.
- (c) Temporary employees pursuant to Article 1.03 who are relieving in established positions shall be granted the status of the continuing employee they are relieving pursuant to (a) or (b) above.
- (d) Temporary employees pursuant to 1.03 shall be compensated for paid statutory holidays on a prorata basis to full-time hours based on the hours worked in the previous pay period as if they were continuing employees pursuant to the *Employment Standards Act*, Section 45(a) or Section 24(a).
- (e) Temporary employees who work less than fifteen (15) days out of the thirty (30) days previous to a paid statutory holiday shall receive no compensation for the paid statutory holiday.

## **ARTICLE 22 - VACATIONS**

### **22.01 Length of Vacation**

- (a) Vacation entitlements shall be computed from commencement of employment with the Board.
- (b) Employees may be allowed to take vacation before they have earned entitlement in order to accommodate Board's designated vacation periods.

- (c) If an employee has taken vacation before they have been earned, and subsequently leaves the employment of the Board, the overpaid vacation will be deducted from the last paycheque.
- (d) Continuing employees shall have the following annual vacation entitlements\*, to be calculated on a prorata basis if employment is less than twelve (12) months and/or less than forty (40) hours per week.
  - (1) In the first year (first 12 months) of service - four percent (4%) of total gross earnings (equivalent to 10 working days).
  - (2) In the second year (after 12 months) through the seventh year (84 months) of service - 6% of total gross earnings (equivalent to 15 working days).
  - (3) In the eighth year (84 months) through the fourteenth year (168 months) of service - 8% of total gross earnings (equivalent to 20 working days).
  - (4) In the fifteenth year (168 months) through the twenty third year (276 months) of service - 10% of total gross earnings (equivalent to 25 working days).
  - (5) In the twenty-fourth (276 months) and subsequent years of service - 12% of total gross earnings (equivalent to 30 working days).

\*For the purpose of calculating years of service in order to move to the next step, ten (10) and eleven (11) month employees will be deemed to receive one year of service for each ten (10) or eleven (11) months of service, whichever is applicable.

When employees take vacation time, the time will be taken first from any banked vacation time pursuant to Article 22.01 (e) (2) and then from any current vacation entitlement.

Staff with banked vacation time on January 1, 2000 will have that time valued at current salary rates in effect at the time the employee uses banked time.

- (e) (1) For ten (10) and eleven (11) month employees, at the end of the school year (end of June), vacation bank balances in an overdrawn position will be recovered on the last school year paycheque. The remaining balance will be paid unless a request has been received by June 1, to hold the vacation bank balance intact. Employees shall have the right to bank a maximum of five (5) days vacation. Employees under extenuating circumstances may request to bank

more than five (5) days. This request will not be unreasonably denied. Employees opting to take payment of vacation pay can choose to be paid out biweekly after the end of June or as a lump sum.

- (2) For twelve (12) month employees, at the end of the calendar year (end of December), vacation bank balances in an overdrawn position will be recovered on the last calendar year paycheque. The remaining balance will be paid out unless a request has been received by December 1, to hold the vacation bank balance intact. Employees shall have the right to bank a maximum of five (5) days vacation. Employees under extenuating circumstances may request to bank more than five (5) days. This request will not be unreasonably denied.

## **22.02 School Clerical Personnel**

In the event that a continuing employee does not work during the Spring or Christmas school break, the employee will be paid their regular hours of work which will be deducted from their vacation entitlement, other than paid statutory holidays unless the employee informs the Payroll Department in writing thirty (30) days prior to the break. The employer shall post written reminder of the above six (6) weeks in advance.

## **22.03 Vacation Selection**

Vacations are to be taken at times that least impact operational requirements of the particular department/location and avoid, wherever possible, additional costs for the employer. Subject to the operational requirements, employees shall be entitled to schedule vacations anytime during the year provided they have received prior written approval from their principal or manager.

## **22.04 Notification of Vacation Entitlement**

All employees shall be notified of their vacation entitlement on their pay slips calculated in hours.

## **22.05 Designated Twelve (12) Month Employees**

Continuing school clerical staff who have completed seven (7) years' service with the Board will be designated as twelve (12) month employees.

## **22.06 Banking Vacation Time**

Employees shall have the right to bank a maximum of five (5) days of vacation pursuant to Article 22.01 (e).

## **ARTICLE 23 - SICK LEAVE PROVISIONS**

### **23.01 Sick Leave**

- (a) Continuing employees, after satisfactorily completing the probationary period, shall receive immediately one and one-quarter (1¼) days for each month of the probationary period for sick leave credit; thereafter, for each month where at least five (5) days are worked, the employee will be granted one and one-quarter (1¼) days sick leave credit. Each year any unused portion of the sick leave will be credited to the employee's accumulated sick leave accrual.

Employees absent from work on WCB leave shall suffer no loss of sick leave accrual.

- (b) Subrogation:
  - (1) Where an employee is involved in an accident or has an ICBC claim, WCB claim, CPP Disability claim or court settlement and as a result is paid sick leave during absence from work, any sick leave pay compensation recovered from an insurer or court award shall be repaid by the employee to the Board.
  - (2) The Board shall thereupon reinstate the number of days of sick leave credit represented by the repayment of wages and employers' cost of benefits.

### **23.02 Retirement Allowance**

Fifty percent (50%) of the amount of sick benefits, to a maximum of sixty (60) days so accumulated at the time of retirement from the Board at age fifty-five (55) or greater, after at least ten (10) years of continuous service with the Board, shall be payable as a cash bonus. In the event of the death of an employee, fifty percent (50%) to a maximum of sixty (60) days of the accrued sick leave shall be payable to the estate of the employee as a cash accrual.

### **23.03 Proof of Illness**

Any employee covered by this Agreement may be required by the Board to produce a medical certificate from the employee's family physician certifying the illness which caused the employee to be absent from work in excess of three (3) days. Where the Board requests a medical certificate the employee will be reimbursed when there is a cost incurred.

#### **23.04 Payment for Unused Sick Leave on Death in Service**

In the event of the death of any employee, the value of accrued sick leave in accordance with Article 23.02 above shall be paid to the employee's estate.

#### **23.05 Sick Benefit Bank**

A Sick Benefit Bank shall be established to assist employees on continuing employment who have exhausted their sick leave credits and remain on sick leave of absence due to prolonged serious illness or disability, with the following criteria:

- (a) Two (2) members from the Board and two (2) members from the Union will form a Sick Benefit Bank Committee to review and make recommendations to the Board for disbursement from the sick benefit bank.
- (b) If the Committee cannot agree then the application shall be forwarded to a mutually agreed upon mediator whose decision shall be final and binding. Any costs incurred shall be shared equally.
- (c) The Board shall maintain the Sick Benefit Bank in such amount as to ensure payments can be made to meet its liabilities pursuant to Article 23.06.

#### **23.06 Disbursements from the Sick Benefit Bank**

The following guidelines shall pertain to disbursements from the Sick Benefit Bank fund:

- (a) A continuing employee must have a minimum of two (2) years employment with the Board before being eligible for benefits from the bank. An eligible employee who accesses the bank may not apply to access the bank again for a period of two (2) years from the date on which the previous Sick Benefit Bank disbursement ended. The employee's length of service for this purpose (see Article 23.06 (g) below) will be considered to be from the date on which the previous disbursement ended.
- (b) When a person applies for benefits from the bank, an application in writing must be sent to the Sick Benefit Bank Committee.
- (c) Any employee shall first use all:
  - (1) accrued sick leave;

- (2) vacation entitlement;
  - (3) available E.I. benefits;
  - (4) Workers' Compensation benefits;
  - (5) apply for LTD at eligibility date.
- (d) The sick leave record of an employee applying for Sick Benefit Bank payments will be taken into consideration when an application is reviewed by the committee.
  - (e) When a request comes from a member of the Committee, then that person must disqualify him or herself from the Committee and the Union shall select a new member to the committee.
  - (f) Should the committee receive an application from an employee who has no sick days forthcoming under the aforementioned formula and should the Committee unanimously agree such employee is deserving and has not abused sick leave privileges, an exception may be made.
  - (g) Payment from the bank shall only be made upon receipt of a written recommendation from the committee and only within the limits of the following schedule:

<u>Length of Service</u>	<u>Employee Working Days</u>
After 24 months	22 days
After 36 months	44 days
After 48 months	66 days

## **ARTICLE 24 - LEAVE OF ABSENCE**

### **24.01 Union Leave**

- (a) Joint Meetings

Time off with pay shall be granted to not more than four (4) elected representatives of the Union when it becomes necessary to transact business with the Board during working hours. The amount of time off shall be taken only when prior approval of the Board has been obtained.

- (b) Union Business

Time off shall be granted for elected representatives of the Union when it



becomes necessary to transact union business during working hours. The amount of time off shall be taken only when prior approval of the Board has been obtained, and when the Union agrees to reimburse the Board for the salary of the elected representatives.

#### **24.02 Compassionate Leave**

- (a) An employee shall be granted three (3) days compassionate leave with pay for bereavement caused by the death of a mother, father, sister, brother, spouse, common law spouse, child, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepsister, stepbrother, stepmother, stepfather, step grandparent and foster child.
- (b) Under extenuating circumstances, the Board may consider a request for additional compassionate leave for bereavement, PROVIDED such circumstances are submitted to the Board in writing within twenty-one (21) days of the commencement of such leave. Should additional compassionate leave be granted, the employee will be paid for such additional leave, to be deducted from the employee's sick leave bank as long as at least twelve (12) days remain in the bank after the deduction, otherwise the additional leave granted will be without pay.

#### **24.03 Jury Duty**

An employee who is subpoenaed for jury duty or called upon to act as a court witness shall continue to receive full pay while so engaged providing she/he turns over to the Board any monies she/he receives for serving as a juror or witness on days she/he would normally be working. Employees subpoenaed for such service are expected to return to the job if not required to serve.

#### **24.04 Training/In-Service**

The parties believe that job satisfaction and performance are enhanced by ongoing skills training. Therefore, when additional training/in-service is required by the employer or requested by a group of employees and approved by the employer, such training shall be provided. Attendance by staff will be mandatory and time spent at the workshop shall be considered as time worked. An attempt will be made to coordinate staff training on days when students are not in session and on the second professional development day outlined in Article 24.06 (c).

#### **24.05 Professional Development Fund**

- (a) The Board shall reimburse continuing employees upon successful completion of courses/training related to CUPE job classification provided that the employee has received prior approval from the Board or

designate. For the purpose of the article, confirmation of attendance where no certificate is given shall be satisfactory.

- (b) Both the Board of Education and CUPE encourage staff to participate in professional development activities. This fund will not be used for training required due to a change in job requirements/duties initiated by the employer.
- (c) The total fund of three thousand five hundred dollars (\$3,500) is divided among the CUPE staff groups based on FTE staffing numbers to be updated annually in October, posted and copied to the Union.
- (d) The fund will reimburse tuition fees only for courses covered by the scope of the bargaining unit.
- (e) Staff with posted positions both continuing and temporary can apply.
- (f) Expenditure of funds will be on a first come, first served basis by employee staff groups until March 31st of any year and then the remaining funds will be combined for access by all staff.
- (g) Upon successful completion, the fund will reimburse seventy-five percent (75%) of the course tuition up to a maximum of three hundred and fifty dollars (\$350) per course. Confirmation of attendance will be considered successful completion in cases where no certificate is given.
- (h) The Secretary-Treasurer will approve expenditure of the funds upon request from the employee, supported by the employee's supervisor. This approval must be obtained prior to the employee taking the course.
- (i) CUPE will receive quarterly reports on how the funds are being spent.
- (j) CUPE will match the Board's funds to allow more employees to participate in professional development. Any surplus funds will be carried forward to future years for the same purpose.

#### **24.06 Professional Development Days**

- (a) All employees shall have the opportunity to participate in two professional development days per school year which shall be scheduled on a day when students are not in session. Employees who participate shall be paid at their regular day's wage unless attendance is mandatory and then Article 24.04 will apply.
- (b) For one of the two professional development days, a professional development committee shall be comprised of a representative from each

of clerical, school support worker, custodial, transportation, grounds and maintenance; two (2) representatives of the Board; and a representative of the Administrative Officers. The professional development committee shall plan and approve the activities for one of the professional development days referred to in (a). These activities shall promote and foster the professional development and lifelong learning of employees.

- (c) The second professional development day shall be organized by the Board and include training/in-service and professional development activities. The training/in-service activity may be mandatory for the employee.
- (d) A regular day's wage is pay that would normally be received if the employee had worked on that day. Where the employee has hours that vary dramatically from day-to-day, their pay will be based on the average of the previous ten working days.
- (e) Where the two professional development days fall on a day an employee is not scheduled to work, the employee's pay will be based on the average of the previous ten working days.
- (f) The professional development committee shall poll CUPE members for their suggestions regarding the CUPE professional development day.

## **24.07 Maternity and Parental Leave**

### Maternity Leave

- (a) An employee, on her written request for maternity leave, is entitled to a leave of absence from work, without pay, for a period of fifty-two (52) consecutive weeks when electing for a standard leave, or seventy-eight (78) weeks when electing for an extended leave, or a shorter period at the employee's request, commencing eleven (11) weeks immediately before the estimated date of birth or a later time on the employee's request.
- (b) A request under subsection (a) must:
  - (1) Be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave; and
  - (2) Be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.

- (c) Regardless of the date of commencement of the leave of absence taken under subsection (a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- (d) A request for a shorter period under subsection (c) must be given in writing to the employer at least one week before the date that the employee indicates she intends to return to work and the employee must furnish the employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- (e) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (a), the employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
- (f) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.

#### Parental Leave

- (a) An employee, on his or her written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection (c).
- (b) A request under subsection (a) must:
  - (1) Be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave; and
  - (2) Be accompanied by:
    - (i) A certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided under 24.07, Maternity (b)(2); or

- (ii) A letter from the agency that placed the child providing evidence of the adoption of the child.
- (c) The employee is entitled to parental leave for a period of up to thirty-six (36) consecutive weeks when electing for a standard parental leave, or a maximum of sixty-two (62) weeks when electing for an extended parental leave or a shorter period the employee requests, commencing:
  - (1) In the case of a natural mother, immediately following the end of the maternity leave taken under Section 50 of the *Employment Standards Act* unless the employer and employee agree otherwise.
  - (2) In the case of a natural father, following the birth of the child and within the seventy-eight (78) week period after the birth date of the new born child; and
  - (3) In the case of an adopting mother or father, following the adoption of the child and within the seventy-eight (78) week period after the date the adopted child comes into the actual care and custody of the mother or father.
- (d) If:
  - (1) The new born child or adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the mother or father; and
  - (2) It is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

The employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (d).

#### Combined Maternity and Parental Leave

Notwithstanding Sections 50 and 51 of the *Employment Standards Act*, an employee's combined entitlement to a leave of absence from work under this Part shall not exceed a total of seventy-eight (78) weeks.

### Employment Deemed Continuous

The services of an employee who is absent from work in accordance with this Part shall be considered continuous of the purpose of Sections 56 and Part 7 of the *Employment Standards Act* and any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- (a) The employer pays the total cost of the plan.
- (b) The employee elects to continue to pay his or her share of the cost of a plan that is paid for jointly by the employer and the employee.

### Reinstatement

- (a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Part shall be reinstated in all respects by the employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- (b) Where the employer has suspended or discontinued operations during the leave of absence granted under this Part and has not resumed operations on the expiry of the leave of absence, the employer shall, on resumption of operations and subject to seniority provisions in a collective agreement, comply with subsection (a).

## **24.08 Family Emergency/Emergency Leave**

Employees may access the provisions described below up to two (2) days per school year.

- (a) Definition:

Emergency is defined as circumstances that are unanticipated and require immediate attention. Normally this would be related to the immediate family, which requires the employee's presence at home, and would not apply to doctor appointments of non-emergency nature. This may also include attending to unforeseen emergency matters related to one's personal property and that requires the employee's presence at home. Clause (c) "further leave up to an additional three (3) days" is contingent on meeting the requirements of Clause (b).

- (b) In the event of illness in an employee's immediate family, which requires their presence, or in the event of an emergency, an employee shall be granted leave with pay for one (1) day.
- (c) A further leave up to three (3) additional days for family illness shall be granted with pay as long as the employee has at least twelve (12) days left in the employee's sick leave bank and will be charged to the employee's sick leave bank, otherwise the additional leave granted will be without pay.
- (d) If further time is required, application for leave beyond four (4) days shall be made to the Board, which may require a medical certificate.

#### **24.09 Continuing Employee Leaves of Absence**

- (a) Medical Leave

Employees may request a medical leave without pay after expiry of sick leave bank per Articles 23.05 and 23.06 with provision of a doctor's certificate and/or information requested by the Board to determine duration of leave and extent of inability to return to duties. Such leave shall be granted without loss of seniority. Should the medical certificate outline that the employee is permanently unable to return to work, the employee's position will be replaced on a continuing basis. Should the employee return to work, the employee would have the right to bump into his/her previous position if it exists or exercise their seniority rights pursuant to Article 17.03.

- (b) Education Leave

Employees who have completed two years of continuing service with the Board may request a leave without pay for education purposes that are deemed to be of benefit to both the employee and the employer. Such leave shall be granted provided a suitable replacement is available. Such leave shall be granted without loss of seniority.

- (c) General Leave

Employees may request a general leave of absence for up to one (1) year without pay and without loss of seniority. Such leave shall be granted provided a suitable replacement is available. However, general leaves for the purpose of accepting employment at another employer will generally not be granted except in extenuating circumstances. A renewal beyond the first year may be considered based on the merits of the individual request but there shall be no seniority accrual for such extended leave and the employer shall adjust the seniority date accordingly.



(d) Public Safety Services Leave

Employees who participate in community service which provide for public safety such as Search and Rescue, Volunteer Firefighting, Armed Forces Reserves shall identify themselves to the employer in writing and outline the expected nature of the community service. When the employee is called out for emergent public safety services which extend into working hours the employee may request a leave of absence without pay and without loss of seniority for the time needed to complete the called out service. The employee shall provide documentation confirming the service performed upon request of the employer.

(e) Secondment Leave

Where a continuing employee elected to a part-time or full-time position as a union officer where Local 441 desires to second the employee to work for the local, or where the continuing employee is appointed on a term contract of employment to the administrative staff of CUPE National or secondment to the BC Federation of Labour, leave of absence without pay shall be granted for the duration of those duties as long as the seconding authority approves to fully reimburse the Board. It is understood that before taking such leave the employee will make arrangements in order to minimize any disruption of the school and district program.

For purposes of the term of the leave the continuing employee shall be deemed to be in the full employ of the Board. Articles 21, 22, 23, and 28 of the collective agreement will apply. During the term of the leave, the continuing employee will accrue vacation and seniority.

The Board shall continue to pay the CUPE member along with providing all the Article 28 benefits the member had prior to the secondment provided the seconding authority fully reimburses the Board.

## **24.10 Temporary Work Site Closure**

Where the District temporarily closes a work site due to an unforeseen circumstance and does not require the employees' services:

- (a) Employees who have started their shift shall be paid for the balance of their shift; and
- (b) Where the District has given notice (e.g. through the media, contacting the employee directly) that the workplace is closed, employees shall be paid for the first full shift that the work site is closed.



## **24.11 Medical Appointments**

- (a) Employees will schedule medical appointments outside of regular working hours whenever possible.
- (b) The employer will allow flexible working hours in order to accommodate such appointments whenever possible, providing operational requirements are met.
- (c) Where (a) or (b) are not possible, employees shall be able to access their sick bank as long as there is a balance of twelve (12) days left in the bank after the deduction for the medical appointment time, otherwise this time off will be without pay.

## **24.12 Guidelines for Partial Leaves of Absence**

### Preamble:

Employees may be granted partial leaves of absence, without pay, upon his or her written request to the Secretary-Treasurer or designate specifying date(s) and times subject to the terms and conditions of this Article.

### (a) Definition:

A partial leave of absence is a leave of absence from a continuing position either by reducing the daily hours, by reducing the number of days per week or by reducing the number of weeks in a four week cycle, for a specified period of time.

### (b) Purpose:

The Board's purpose in approving partial leaves of absence is to protect the continuing employee's position for a reasonable period of time (as specified in this article) when the employee requires a reduction in the hours of work for the special reasons stated below.

### (c) Seniority/Benefits:

Seniority with the Board is not affected. Eligibility for the following benefits is not affected: MSP, EHB, Dental, Group Life, Vacation, Sick Leave and Statutory Holidays. Group Life is based on earnings and will be reduced by the lower earnings. Vacation pay is calculated as a percentage of earnings and will therefore be reduced by the lower earnings. Sick leave will be earned based on the reduced hours. Statutory holiday pay will be included in the current reduced salary (i.e. biweekly earnings will not change). The pension benefit will be affected. The rate of accumulation

of service time in the plan will be reduced due to the temporary reduction in hours worked. Contributions will be temporarily reduced because they are a reflection of monthly wages.

(d) Eligibility:

(1) Family or Personal Circumstances

The circumstances must be of an emergent or compelling nature and would normally be related to the immediate family. Leave may also be granted to accommodate family circumstances that allow the employee to continue working in a part-time capacity. This leave request will be reviewed on a case-by-case basis. This leave request must be supported by evidence of the family circumstance that requires the employee support and, if approved, that the employer can operationally accommodate the employee's absence.

(2) Maternity/Parental

As an extension to a full-time leave as per Collective Agreement.

(3) Education Leave

Education Leave may be granted under the following conditions:

- (i) The course(s) provide for training relating to school district positions.
- (ii) Course attendance cannot be scheduled outside of the employee's regular work hours.
- (iii) The training is provided by a recognized institution.

(4) Medical Leave

As supported by medical evidence.

(e) Terms and Conditions:

- (1) A partial leave of absence may be granted by the Board and copied to the Union for a period not to exceed either:
  - (i) Six (6) calendar months; or
  - (ii) The school term (September to June - 10 months).

Provided a suitable replacement is available and operational needs can be met, the Board will make reasonable effort to accommodate employees who qualify for and request such leaves. Extension requests would not unreasonably be denied, but would not normally extend a partial leave beyond two (2) years.

- (2) Hours that become available in a school/location pursuant to the granting of a partial leave shall be assigned to employee(s) in the school/location in the same classification on the basis of seniority. If the temporary hours cannot be filled within the school/location then Clause 16.01 (b) - Vacancies applies where the temporary vacancy is in excess of ninety (90) days. Where the temporary vacancy is less than ninety (90) days the substitute will be selected from the district approved substitute list without posting.

#### **24.13 Return from Leave**

An employee on a leave of absence granted in accordance with Article 24.09 of less than one (1) year is expected to return to work on the specified return date. Failure to do so or to request an extension of the leave may be deemed to be a resignation by the employee.

An employee on a one year leave of absence granted in accordance with Article 24.09 is required to notify the Secretary-Treasurer in writing two (2) months prior to the expiration of the approved leave of absence of their intention to return or not from leave, or to request an extension to the leave. If such request is not received by the Secretary-Treasurer, such non-communication shall bar any extension of the leave. Failure to return to work on the specified return date may be deemed to be a resignation by the employee.

#### **24.14 Domestic Violence**

Domestic or Sexual Violence leave of absence shall be provided in accordance with the BC Employment Standards Act.

#### **24.15 Cultural Leave for Indigenous Employees**

In acknowledgement of the Truth and Reconciliation Commission's 94 Calls to Action, Principals of Truth and Reconciliation numbers 2 and 8, a regular employee who is Indigenous shall, upon request, be granted up to two (2) days leave per school year with pay, to participate in cultural and/or spiritual traditions and practices. Every effort will be made to provide a minimum of seven (7) days notice to the Employer for request of the leave.

## **ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**

### **25.01 Wages**

Wages for all categories shall be paid as per the schedule attached to and forming part of this Agreement. Pay days shall be every second Friday.

### **25.02 Pay on Temporary Transfers - Higher Rated Jobs**

- (a) When an employee is appointed by his/her departmental supervisor temporarily to relieve in or perform the duties and responsibilities of a higher paying position, the employee shall receive the rate for the job for the period so employed. This temporary coverage does not necessarily provide the employee experience to attain the full skills and abilities needed for the job number.
- (b) The term “departmental supervisor” shall mean:
  - (1) the Secretary-Treasurer or designate for clerical employees;
  - (2) the Director of Facilities or designate for all other employees.
- (c) A District Custodial Supervisor replacement will be identified through a selection process pursuant to Articles 16.01 and 16.02. The successful applicant will be called in when operational needs require the District Custodial Supervisor to be replaced.

### **25.03 “Dirty Work” Premium**

When maintenance employees are required to perform duties considered as “dirty work” and the Director of Facilities or his designate has approved the work, the employee shall be paid an additional premium of forty cents (40¢) per hour. This clause will apply when work is performed in the following areas: spray booth painting; boiler cleaning; working on sewage lift station.

### **25.04 Mileage Allowance**

- (a) Employees shall not be required, as a condition of employment, to provide a vehicle to perform their duties. Where an employee agrees to a request by the Board to use a private vehicle to carry out their duties, they shall be paid a mileage allowance pursuant to the Board’s policy which shall not be reduced without the mutual agreement of the parties. Commencing July 1, 2023, the rate in which employees are reimbursed will be equal to the maximum per kilometer rate allowable by the Canada Revenue Agency, as it may be amended from time to time.

- (b) When the employer requires an employee to travel between workplaces that comprise one (1) posted position, the employer shall pay the mileage between locations.

#### **25.05 Supervision Allowance - Maintenance Supervisor, Grounds Supervisor and Bus Driver Employees**

- (a) When additional supervision is necessary on projects on which one (1) or more employees within the same classification are being supervised, a lead hand shall be appointed by the Director of Facilities. The lead hand so appointed shall receive an additional one dollar (\$1) per hour over his or her regular hourly rate for the period of such appointment.
- (b) Bus drivers will be paid an allowance of one dollar (\$1) per hour over his or her regular hourly rate for the period when they are required to supervise new or other bus drivers.

#### **25.06 Trades Certification Allowance**

- (i) When the Board requires an electrician to hold a contractor's license, that employee shall be paid an additional fifty cents (50¢) per hour.
- (ii) An electrician who is required by the Employer to hold a Field Safety Representative (FSR) Certification shall be paid an additional fifty cents (\$0.50) per hour.
- (iii) An employee who is required by the Employer to hold a Commercial Vehicle Safety and Environment (CVSE) Certification shall be paid an additional twenty-five cents (\$0.25) per hour.
- (iv) Where an employee is required to hold multiple certifications, the allowance for each certification shall apply.
- (v) The allowances defined in this article shall be subject to the same percentage increases as applied to wages defined in Schedule A.

#### **25.07 Footwear Allowance**

Employees who are required to use special footwear by the employer or by law shall receive an allowance of seventy-five dollars (\$75) per year up to a maximum of two hundred and twenty-five dollars (\$225) (3 years) when such footwear is purchased. Commencing January 1, 2023 the allowance will increase to one-hundred and twenty-five dollars (\$125) per year to a maximum of three hundred seventy-five (\$375) every three (3) years when such footwear is purchased.

## **25.08 Bathing Suit Reimbursement**

When an Administrator directs an Education Assistant to regularly provide support to a student(s) in a swimming pool pursuant to the student Individual Education Plan (IEP) goals, the Education Assistant is entitled to a reimbursement of up to one hundred (\$100) per school year upon presentation of a receipt for the purchase of a bathing suit.

## **ARTICLE 26 - JOB DESCRIPTIONS, CLASSIFICATIONS AND CHANGES TO CLASSIFICATIONS**

### **26.01 Job Descriptions**

- (a) Job descriptions and the job description manual shall be available at each worksite and on the School District Website.
- (b) The Board is responsible for developing new job descriptions in the mutually agreed format.
- (c) Once per year each employee will meet with his or her immediate supervisor to review the current duties.
- (d) Where the employee or supervisor believe that the duties of the position have changed, the proposed changes will be forwarded to the joint job evaluation committee using the forms in the job evaluation manual for review. The job evaluation committee will be made up of a maximum of three (3) representatives from the Board and a maximum of three (3) representatives from the Union. The committee will review recommendations from the employee and supervisor, and will make a decision by mutual agreement whether the job description requires updating and will also consider if the changes are significant enough to require the position to be re-evaluated in accordance with the job evaluation plan.

### **26.02 Job Rating**

Any new position created by the Board or changes to an existing position's rating shall have the rate of pay set by mutual agreement of the parties to this agreement. The rates shall be jointly negotiated. In the event of failure to agree on the rates of pay, the matter shall be resolved pursuant to the arbitration procedure.

### 26.03 Gender Equity

The Board and Union agree to maintain a gender neutral job evaluation plan and to apply general wage increases in such a way that the pay difference for an equally rated female job is not increased but eliminated over time.

The Board and Union agree to apply for pay equity funds made available by the Provincial Government pursuant to a Pay Equity Program.

This agreement in no way commits the parties to assign future pay increases to pay equity adjustments, but is meant to ensure identified inequities in pay between male and female dominated jobs will not be increased.

### 26.04 Supervisory Jurisdiction

The Union will be advised of the executive personnel having supervisory jurisdiction over the various classifications of employees.

### 26.05 Banding

The Board and the Union agree that banding will be applied to the existing job evaluation model and applied to wages under Schedule A, effective January 1, 2020. All positions within the same band as of the date of implementation will receive the highest rate within that band.

The parties further agree that the band rate of pay established as of January 1, 2020 will be subject to all future general wage increases. Any future modifications to designated positions resulting from processes including but not limited to: additional wage increases through the implementation of funding associated with Article 28.07; the Service Improvement Allocation (SIA); Labour Market Adjustments; or the job evaluation process will not trigger additional wage increases to the established band rate of pay.

<b>Article 26.05 Wage Increase by Position January 1, 2020</b>		
<b>Band</b>	<b>Title</b>	<b>Wage Increase</b>
Band 1	Maintenance Supervisor	0.00%
Band 2	Programmer Analyst/Systems Administrator	0.00%
Band 3	Trades Maintenance – HVAC, Plumbing, Electrical, Vehicle Maintenance	0.76%
	Trades Maintenance – Carpentry, Electronics and Painting	0.78%
Band 4	Grounds Supervisor	0.00%



	District Custodial Supervisor	0.64%
	District Systems Analyst	0.64%
	StrongStart Facilitator	0.64%
	District Computer Systems Coordinator	1.13%
	District Education Systems Technician	1.13%
	Distributed Learning Systems Coordinator	1.13%
Band 5	District Executive Assistant	0.65%
	Facilities Executive Assistant	0.65%
	Senior Human Resources Assistant	0.65%
	Complex Needs Specialized Education Assistant	1.39%
	Distance Education Administrative Assistant	1.81%
	School Administrative Assistant	1.81%
	Student Information Systems Coordinator	1.81%
	International Program Administrative Assistant	1.81%
	Computer Lab Technician - SIDES	1.81%
Band 6	Health & Safety Assistant	0.37%
	Payroll Specialist	1.25%
	Braillist/Transcriber	1.25%
	School Secretary	1.89%
	Intervenor	1.89%
	Administration Assistant – Human Resources	1.89%
	Homestay Coordinator	1.89%
Band 7	School Accounts	0.38%
	Help Desk Level 1	0.38%
	School Accounts – Claremont	0.38%
	District Accounts Payable Clerk	0.38%
	District Accounts Receivable Clerk	0.38%
	District Accounts and Payroll Clerk	0.38%
	Grounds Lead Hand	0.72%
	Technician – Library Learning Commons	0.98%
	Transportation Clerk/Dispatcher	1.84%
Band 8	Bus Driver	0.00%
	Specialized Education Assistant – Alternative Programs	0.34%
	Student Information Systems Coordinator I	0.34%
	Custodial & Community Use Coordinator	0.34%
	Education Assistant, Student Services – Tech Ed	0.61%
	Maintenance Technician	0.74%
	District Secretary	1.00%
	Technician – Learning Resource Centre	1.00%
	Interpreter	1.00%



	Graphic Web Designer	1.00%
	Head Custodian	1.26%
	Science Lab Assistant	1.93%
	Education Assistant – Learning Services	1.93%
	Employment Explorations Coordinator	1.93%
Band 9	Distance Education Elementary Secretary	0.44%
	International Program Assistant	1.15%
	Food Services Business Assistant	1.33%
	Culinary Arts Kitchen Assistant (Stelly's Culinary Teaching Kitchen)	1.33%
Band 10	Computer Systems Technical Assistant	1.04%
	School Accounts/Secretary	1.04%
	International Languages Interpreter & Classroom Assistant	1.04%
	International School Assistant	1.04%
	Lead Custodian/Day Custodian	1.32%
	Canteen Coordinator	1.64%
	Education Assistant – French	1.64%
	Technical Assistant – Learning Resource Centre	1.64%
	Distance Education Secretary/Accounts	1.64%
Band 11	Student Monitor – Secondary Level	0.41%
	School Receptionist/Secretary	0.97%
	District Office Receptionist	0.97%
	Grounds Maintenance	1.59%
	Computer Lab Assistant	1.68%
	Distance Education Secretary	1.68%
	Food Services Assistant	1.68%
	Career Centre Coordinator	1.68%
Band 12	Transportation Assistant	0.47%
Band 13	Student Monitor	0.43%
	Custodian	0.73%
Band 14	Labourer	0.00%
	Office Assistant	0.25%
	District Courier	1.19%
Band 15	No positions	
Band 16	No positions	
Band 17	Facilities Monitor	1.56%

## **ARTICLE 27 - EMPLOYEE BENEFITS**

### **27.01 Municipal Pension Plan**

All continuing employees shall participate in the Municipal Pension Plan pursuant to the Municipal Pension Plan rules.

### **27.02 Retirement Benefits**

- (a) All employees on reaching retirement age (ages 55 or greater) and who have completed ten (10) or more years of continuous service with the Board and who retire from the service of the Board shall be paid one (1) month's pay at their current rate of pay. If the employee has not taken the proportionate holidays to which he or she is entitled for the then current year, he/she shall be paid in lieu of such holidays.

### **27.03 Medical Insurance**

- (a) A medical service contract will be maintained for all eligible employees covered by this agreement. Effective January 1, 2001, premium payments shall be paid one hundred percent (100%) by the Board.
- (b) Eligible employees will have a thirty-one (31) day opportunity in which to join the plan from the date they qualify as temporary employees pursuant to Article 1.03 (b) and/or from the date they become continuing employees. Thereafter they would only be eligible to join the plan if they were transferring from another plan.
- (c) Application for medical coverage will be sent to all new eligible employees.

### **27.04 EHB**

- (a) An extended health benefits contract will be maintained for all eligible employees covered by this agreement. Effective January 1, 2001 premium payments shall be paid one hundred percent (100%) by the Board.
  - Maximum \$500,000 per lifetime per person; and
  - Effective January 1, 2020 unlimited lifetime maximum; and
  - Vision care \$200 per person every twenty-four (24) months.
- (b) Eligible employees will have a thirty-one (31) day opportunity in which to join the plan from the date they qualify as temporary employees pursuant to Article 1.03 (b) and/or from the date they become continuing employees. Thereafter they would only be eligible to join the plan if they were transferring from another plan.

- (c) Application for medical coverage will be sent to all new eligible employees.

## **27.05 Group Life Insurance**

- (a) All continuing employees covered by this agreement, upon satisfactorily completing the probationary period, shall be required to enrol in the group life insurance plan. Effective January 1, 2001 premium payments shall be paid one hundred percent (100%) by the Board.
- (b) For those employees whose salary fluctuates from week to week, a life insurance claim will be based on the average of the previous months for which premiums have been paid during the past twelve (12) months.
- (c) Employees shall be offered enrolment in an Accidental Death and Dismemberment Plan where the premiums are one hundred percent (100%) paid by the employee. The employer agrees to provide administrative assistance for deducting and remitting contributions and providing information required by the carrier.

## **27.06 Dental Plan**

- (a) A dental plan will be maintained for all eligible employees covered by this agreement. Premium payments shall be paid eighty percent (80%) by the Board and twenty percent (20%) by the employee.
- (b) Eligible employees will have a thirty-one (31) day opportunity in which to join the plan from the date they qualify as temporary employees pursuant to Article 1.03 (b) and/or from the date they become continuing employees. Thereafter they would only be eligible to join the plan if they were transferring from another plan.
- (c) Dental Plan Coverage:

Plan A - Basic	One hundred percent (100%) reimbursement.
Plan B - Major Restorations	Sixty percent (60%) reimbursement.
Plan A and B	Combined annual maximum two thousand five hundred dollars (\$2,500) per person.
Plan C - Orthodontics	Fifty percent (50%) reimbursement. Lifetime maximum two thousand dollars (\$2,000) per person.

## **27.07 Continuation of Benefits**

The Board agrees to maintain benefits under Article 28, with the following provisions:

(a) Strike and/or Lockout

The Board and the Union shall arrange a suitable method of repayment by employees of the premium costs upon the cessation of such work stoppage.

(b) Layoff

Any employee who is laid off may continue in any benefit plan for a period of twelve (12) months providing the employee submits the full premium to the Board monthly in advance. This clause shall not apply to Municipal Pension Plan.

(c) An employee on an approved leave of absence may continue benefit coverage for a period of twelve (12) months providing the employee submits the full premium to the Board monthly in advance.

(d) Sickness/Disabled Leave

Effective September 1, 1999, an employee on an approved sick or disability leave may continue benefit coverage for a period of twelve (12) months providing the employee submits the employee's share pursuant to Article 28.03 through to 28.06, to the Board monthly in advance. A renewal beyond twelve (12) months may be considered on the merits of the individual situation, providing the employee submits the full premium.

## **27.08 Continuing Employees Benefit Entitlements**

(a) The following benefits will not apply where continuing employees are away on unpaid leave of absence, for leaves in excess of thirty (30) days:

- (1) Vacation entitlements.
- (2) Sick leave entitlements.
- (3) General holiday entitlements.

(b) The Board agrees to pay the coverage as noted in Article 28 for employee benefit plans for continuing employees absent without pay for any other reasons than stipulated in Articles 24 and 28.08 for one (1) month or less. In the event of a longer absence, continuing employees so affected shall

have the right to continue coverage through direct payments, in advance, for the full cost of the benefit, up to a maximum of one (1) year.

#### **27.09 Welfare Benefits**

The Board agrees to terminate the existing carriers upon enrolment in any other mutually agreed upon plan which offers equivalent or superior coverage. Any savings as a result of changing plans and/or carriers shall be shared equally by the Board and the employees.

#### **27.10 Long Term Disability**

All continuing employees as defined by the Public Education Benefits Trust (PEBT) LTD Plan shall participate in the PEBT long-term disability plan. This shall be at no cost to the employer or the employee. If the PEBT Plan does not define eligibility then continuing employees who have worked three (3) months of continuous active employment with the employer and who are assigned fifteen (15) hours or more per week shall be eligible for LTD.

#### **27.11 RRSP Deduction**

The employer shall deduct from the employees' salary, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in a RRS Plan. The employer shall remit these amounts to the designated trustee no later than the 15<sup>th</sup> of the month following the month in which the deduction is made.

Set up and implementation of the program will be discussed and mutually agreed upon at the Labour Management Cooperation Committee, pursuant to Article 9.

#### **27.12 Employee and Family Assistance Program**

The employer will provide an Employee and Family Assistance Program at no cost to the employee. Continuing employees will have access to this plan at time of appointment. Temporary employees who have completed six hundred and thirty (630) hours of service with the Board as a clerical, school support worker or employee or seven hundred and twenty (720) hours as a maintenance, custodian, grounds, bus driver, data services, courier or district technical assistant employee shall have access to the plan.

#### **27.13 Jointly Trusteed Benefit Trust**

The Parties have agreed to participate in a jointly trusteed benefits trust (PEBT) for their dental, extended health, group life insurance, optional life insurance

and accidental death and dismemberment benefit coverage specified in this Article.

## **ARTICLE 28 - OCCUPATIONAL HEALTH AND SAFETY**

### **28.01 Cooperation on Safety**

The Union and the Board shall cooperate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee safety.

### **28.02 Union and Board Safety Committee**

A Safety Committee shall be established which shall be composed of two representatives from the Board, one of whom will be the Board's Occupational Health and Safety Manager, and two (2) representatives from the Union. The Safety Committee shall hold meetings as required and as requested by the Union or the Board for jointly considering, monitoring and inspecting, investigating and reviewing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Board and the Union, and posted on all bulletin boards.

### **28.03 Safety Committee Pay Provisions**

Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

### **28.04 Hazardous Substances**

The employer shall provide the Union, where practicable, with such information as may come into the employer's possession which identifies the dangers involved with hazardous substances that employees are required to use in the course of their work.

### **28.05 Training for Safety Purposes**

- (a) For safety purposes, employees shall receive necessary training if required to operate any piece of equipment or deliver specialized procedures or therapies.
- (b) For safety purposes, employees required to work on any job or operate any piece of equipment shall be provided proper training and instruction.

## **28.06 Ergonomics**

To prevent or limit the occurrence of musculoskeletal injuries (MSIs), the parties agree to develop and maintain an effective Ergonomics Program including the following elements:

- (a) Identification and assessment of factors in the workplace that may expose employees to a risk of musculoskeletal injury (MSI).
- (b) Training and education of employees and supervisors including the early signs and symptoms of MSIs and their potential health effects.
- (c) Minimizing the risk of MSIs to employees.
- (d) The employer must consult with the joint health and safety committee with respect to the program.

## **28.07 Occupational Health and Safety**

The employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimal acceptable practice to be improved upon by mutual agreement of the joint Health and Safety Committee or negotiations with the employer.

## **28.08 Communication**

Where, after consultation with the joint health and safety committee, it is determined that a written procedure and a communication system is required for an employee working alone, the employer shall provide a communication system to allow the employee to summon assistance.

## **28.09 Physical Restraints of Students**

In Saanich we do not support any form of physical restraint as an ongoing intervention, and this type of intervention should only be used in cases of extreme emergency, as outlined in the student's Individual Education Program.

Appropriate training will be offered to maintain supportive, safe environments for both staff and students.

## **28.10 Education Assistant Duties and Personal Care Issues**

The following principles should be followed with respect to students' personal care:

- (a) Any observation of an unusual behaviour pattern, unusual comments from a student or any unusual marks on the body should be reported to the supervisor and/or principal immediately and should also be recorded and communicated with the parent.
- (b) Whenever a parent makes a request for an employee to change their duties, the parent must be referred to the supervisor and/or principal. Directions for change in duties should not be taken from parents or other itinerant professionals but should always come from the supervisor or principal.
- (c) Whenever there is a need to provide a high degree of personal care (toileting, etc.) employees should ensure that they are accompanied by another school district employee as arranged by the principal.

### **28.11 Health Concerns - Students With Special Needs**

There will be an agreement with the parent about the child staying home when they are sick.

At the first meeting occurring in the Fall (prior to school start up) the School Based Team shall clarify and detail the level of care normally needed when the student is not ill, e.g. number of times toileting is usually required, need for nose wiping (frequency).

These specifics should be detailed in an addendum to the I.E.P. or included in the Health Care Plan.

## **ARTICLE 29 - IMPLEMENTATION OF CHANGES**

### **29.01 Advance Notice**

At least three (3) months before the introduction of any change as defined by Section 54(1) of the *Labour Relations Code*, the Board shall notify the Union of the proposed change. Both parties shall meet and endeavour to resolve the issues in accordance with Sections 54(1) and 54(2) of the Code.

### **29.02 No New Employees**

No permanent appointments shall be made by the Board in the area affected by the change until the employees already working have been notified of the proposed change and allowed a training period as considered adequate by the parties, but in no event to exceed three (3) months, to acquire the necessary knowledge or skill for the trainees to retain their employment.



### **29.03 Settling of Differences**

The parties agree, should a dispute arise between the Board and the Union in relation to adjustment because of change, there shall be no suspension of work on account of such dispute, but an effort shall be made to settle the same in the manner prescribed in this Agreement for the settling of grievances up to and including arbitration if necessary.

## **ARTICLE 30 - CONTRACTING OUT**

### **30.01 Contracting Out**

The Board respects the desire of the bargaining unit for job security. No continuing employee shall be laid off as a consequence of the contracting out of work or services presently and normally performed by members of the bargaining unit.

## **ARTICLE 31 - GENERAL**

### **31.01 Plural or Feminine Terms May Apply**

Whenever the singular, masculine or feminine is used in this Agreement it shall be considered as if the plural, feminine or masculine has been used where the context of the party of parties hereto so require.

### **31.02 Use of Employee Vehicle**

When an employee agrees to a request to use their private vehicle for School Board business and if the vehicle is involved in a traffic accident which the police report the employee was not at fault, the Board shall pay to the employee the deductible portion of the employee's insurance claim to a maximum of two hundred and twenty-five dollars (\$225).

### **31.03 Copies of Agreement**

The Board shall make available to each employee a copy of this Agreement within two (2) months following ratification and signing of the Collective Agreement in its final form.

### **31.04 Time Lost Through Injury/WCB Leave**

The Board agrees that time lost through injury or disease that is recognized by the WCB should not be deducted from sick leave, and that no loss of net after tax

salary for the period covered by the WCB claim should occur and therefore:

- (a) Where an employee suffers from a disease, or injury (hereinafter called the “disability”) and the employee gains compensation under the *Workers' Compensation Act*, the employee shall not be required to use sick leave credits for time lost.
- (b) All monies received by an employee by way of compensation for loss of wages under the said Act shall be paid to the Board in return for which the Board will calculate and pay an amount which estimates the gross income and tax payable to approximate the equivalent after-tax income, such that there is no net loss of take home pay. The wage loss calculated will be based on the salary as assessed by WCB subject to appeal to the Labour Management Committee. The employee will be entitled to any salary increase occurring during the period of compensation.
- (c) Notwithstanding any other provisions of the Agreement, employees shall not earn vacation while they are on Workers' Compensation in excess of sixty (60) consecutive calendar days.
- (d) Any disability pension or other final settlement arising from this claim is awarded to the employee. The final WCB resolution of this claim will constitute an end of the application of this clause.
- (e) When an employee is paid by the employer for wage loss pursuant to this Article and the time is not approved by WCB and the employee has no sick leave, vacation or overtime lieu bank available, the employee will reimburse the overpayment through deduction from future pay(s) or if not returning to work, reimburse the employer directly by cheque.

### **31.05 Whistle Blower Protection**

No employee shall be dismissed, disciplined or penalized as a result of reporting illegal violations in connection with pollution, WCB regulations, theft or other illegal violations unless it is determined that the employee is in any way involved in the infraction. It is agreed that the union shall advise the employer of any violation it may be aware of prior to reporting any alleged violations, and to afford the employer reasonable opportunity to correct the violation.

## **ARTICLE 32 - TERM OF AGREEMENT**

### **32.01 Duration**

- (a) This Agreement shall be binding and remain in force and effect from the 1<sup>st</sup> day of July, 2022 to the 30<sup>th</sup> day of June, 2025 and shall continue from

year to year thereafter, unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

- (b) The operation of Section 50(2) and (3) of the *Labour Relations Code* be specifically excluded and shall not be applicable to this agreement.

### **32.02 Negotiations**

If negotiations extend beyond the anniversary date of the Agreement both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

### **32.03 Retroactive Provisions**

All revisions to the collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the date of signing.

Article, 26, 32, 33, 34, 35 and 36, which appear in the master agreement of the Canadian Union of Public Employees, the numbers and contents of which do not appear herein, have no effect either by inference or intent on the interpretation or administration of this Collective Agreement.

The CORPORATE SEAL of the BOARD OF EDUCATION )  
OF SCHOOL DISTRICT NO. 63 (SAANICH) )  
was hereunto affixed by and in the presence of: )

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### SCHEDULE "A" - WAGES – 2022 – 2025

\* July 1, 2024 COLA adjustments will be confirmed by PSEC in March each year. 2024 COLA max is 1%.

SD63 / CUPE 441 Wage Increases				July 1, 2022	July 1, 2022	July 1, 2023	July 1, 2023	July 1, 2024	July 1, 2024
				GW + COLA + LMA	GW + COLA + LMA	GW + COLA + LMA	GW + COLA + LMA	GW + COLA*	GW + COLA*
Title	Job No.	Points	Band	Continuing Rate	Temporary Rate	Continuing Rate	Temporary Rate	Continuing Rate	Temporary Rate
Bus Driver	2	129	8 (120-129)	\$ 26.00	\$ 24.72	\$ 27.76	\$ 26.39	\$ 28.32	\$ 26.92
Canteen Coordinator	3	101	10 (100-109)	\$ 25.42	\$ 24.16	\$ 27.14	\$ 25.79	\$ 27.68	\$ 26.31
District Computer Systems Coordinator	7	160	4 (160-166)	\$ 28.25	\$ 26.85	\$ 30.16	\$ 28.66	\$ 30.76	\$ 29.23
Custodian	9	76	13 (70-79)	\$ 23.28	\$ 22.12	\$ 24.85	\$ 23.61	\$ 25.35	\$ 24.08
Distance Education Administrative Assistant	10	156	5 (150-159)	\$ 28.47	\$ 27.06	\$ 30.44	\$ 28.94	\$ 31.05	\$ 29.52
Distance Education Elementary Secretary	11	117	9 (110-119)	\$ 26.25	\$ 24.93	\$ 28.07	\$ 26.66	\$ 28.63	\$ 27.19
Distance Education Secretary	15	91	11 (90-99)	\$ 25.08	\$ 23.86	\$ 26.82	\$ 25.51	\$ 27.36	\$ 26.02
District Courier	18	64	14 (60-69)	\$ 22.74	\$ 21.60	\$ 24.27	\$ 23.06	\$ 24.76	\$ 23.52
District Custodial Supervisor	19	163	4 (160-166)	\$ 28.25	\$ 26.85	\$ 30.16	\$ 28.66	\$ 30.76	\$ 29.23
District Executive Assistant	20	156	5 (150-159)	\$ 28.47	\$ 27.06	\$ 30.44	\$ 28.94	\$ 31.05	\$ 29.52
Payroll Specialist	21	169	3 (167-173)	\$ 29.28	\$ 27.83	\$ 31.31	\$ 29.76	\$ 31.94	\$ 30.36
District Secretary	23	127	8 (120-129)	\$ 26.79	\$ 25.48	\$ 28.65	\$ 27.25	\$ 29.22	\$ 27.80

School Accounts/Secretary	27	104	10 (100-109)	\$ 25.66	\$ 24.39	\$ 27.44	\$ 26.08	\$ 27.99	\$ 26.60
Lead Custodian/Day Custodian	28	103	10 (100-109)	\$ 24.89	\$ 23.66	\$ 26.57	\$ 25.26	\$ 27.10	\$ 25.77
Head Custodian	29	123	8 (120-129)	\$ 26.00	\$ 24.72	\$ 27.76	\$ 26.39	\$ 28.32	\$ 26.92
Food Services Assistant	30	91	11 (90-99)	\$ 24.84	\$ 23.63	\$ 26.52	\$ 25.23	\$ 27.05	\$ 25.73
Food Services Business Assistant	31	113	9 (110-119)	\$ 26.00	\$ 24.70	\$ 27.76	\$ 26.37	\$ 28.32	\$ 26.90
Maintenance Technician	32	135	7 (130-139)	\$ 26.53	\$ 25.22	\$ 28.32	\$ 26.92	\$ 28.89	\$ 27.46
Grounds Lead Hand	34	135	7 (130-139)	\$ 26.53	\$ 25.22	\$ 28.32	\$ 26.92	\$ 28.89	\$ 27.46
Grounds Maintenance	35	92	11 (90-99)	\$ 24.34	\$ 23.16	\$ 25.98	\$ 24.72	\$ 26.50	\$ 25.21
Grounds Supervisor	36	163	4 (160-166)	\$ 28.25	\$ 26.85	\$ 30.16	\$ 28.66	\$ 30.76	\$ 29.23
Maintenance Supervisor	37	179	1 (177-179)	\$ 37.04	\$ 35.30	\$ 39.54	\$ 37.68	\$ 40.33	\$ 38.43
Office Assistant	38	68	14 (60-69)	\$ 23.44	\$ 22.27	\$ 25.06	\$ 23.81	\$ 25.56	\$ 24.29
School Accounts	40	137	7 (130-139)	\$ 27.34	\$ 26.00	\$ 29.24	\$ 27.80	\$ 29.82	\$ 28.36
School Administrative Assistant	41	150	5 (150-159)	\$ 28.47	\$ 27.06	\$ 30.44	\$ 28.94	\$ 31.05	\$ 29.52
School Receptionist/Secretary	43	94	11 (90-99)	\$ 25.08	\$ 23.86	\$ 26.82	\$ 25.51	\$ 27.36	\$ 26.02
Science Lab Assistant	45	120	8 (120-129)	\$ 26.53	\$ 25.23	\$ 28.32	\$ 26.93	\$ 28.89	\$ 27.47
* Specialized Education Assistant – Alternative Programs	47	137	7 (130-139)	\$ 27.76	\$ 26.39	\$ 29.68	\$ 28.22	\$ 30.27	\$ 28.78
Student Information Systems Coordinator	48	150	5 (150-159)	\$ 28.47	\$ 27.06	\$ 30.44	\$ 28.94	\$ 31.05	\$ 29.52

Student Monitor	49	77	13 (70-79)	\$ 23.77	\$ 22.57	\$ 25.37	\$ 24.09	\$ 25.88	\$ 24.57
Education Assistant – French	50	101	10 (100-109)	\$ 25.42	\$ 24.16	\$ 27.14	\$ 25.79	\$ 27.68	\$ 26.31
* Education Assistant – Learning Services	51	120	8 (120-129)	\$ 27.19	\$ 25.85	\$ 29.07	\$ 27.64	\$ 29.65	\$ 28.19
Technical Assistant – Learning Resource Centre	52	101	10 (100-109)	\$ 25.66	\$ 24.39	\$ 27.44	\$ 26.08	\$ 27.99	\$ 26.60
Technician - Library Learning Commons	54	124	8 (120-129)	\$ 26.79	\$ 25.48	\$ 28.65	\$ 27.25	\$ 29.22	\$ 27.80
Trades Maintenance - HVAC, Plumbing, Electrical, Vehicle Maintenance	55	168	3 (167-173)	\$ 34.16	\$ 32.46	\$ 36.47	\$ 34.65	\$ 37.20	\$ 35.34
Facilities Monitor	57	32	17 (30-39)	\$ 21.09	\$ 20.04	\$ 22.51	\$ 21.39	\$ 22.96	\$ 21.82
* Education Assistant, Technology Ed	62	126	8 (120-129)	\$ 27.19	\$ 25.85	\$ 29.07	\$ 27.64	\$ 29.65	\$ 28.19
School Secretary	65	140	6 (140-149)	\$ 27.92	\$ 26.55	\$ 29.86	\$ 28.39	\$ 30.46	\$ 28.96
Distance Education Secretary/Accounts	66	101	10 (100-109)	\$ 25.66	\$ 24.39	\$ 27.44	\$ 26.08	\$ 27.99	\$ 26.60
Student Information Systems Coordinator I	68	127	8 (120-129)	\$ 26.79	\$ 25.48	\$ 28.65	\$ 27.25	\$ 29.22	\$ 27.80
School Accounts – Claremont	69	137	7 (130-139)	\$ 27.34	\$ 26.00	\$ 29.24	\$ 27.80	\$ 29.82	\$ 28.36
* Intervenor	71	140	6 (140-149)	\$ 28.33	\$ 26.95	\$ 30.29	\$ 28.82	\$ 30.90	\$ 29.40
* Interpreter	72	124	8 (120-129)	\$ 27.19	\$ 25.85	\$ 29.07	\$ 27.64	\$ 29.65	\$ 28.19

Career Centre Coordinator	73	91	11 (90-99)	\$ 25.08	\$ 23.86	\$ 26.82	\$ 25.51	\$ 27.36	\$ 26.02
Administration Assistant – Human Resources	75	140	6 (140-149)	\$ 27.92	\$ 26.55	\$ 29.86	\$ 28.39	\$ 30.46	\$ 28.96
District Systems Analyst	76	163	4 (160-166)	\$ 28.52	\$ 27.11	\$ 30.50	\$ 28.99	\$ 31.11	\$ 29.57
Facilities Executive Assistant	78	156	5 (150-159)	\$ 28.47	\$ 27.06	\$ 30.44	\$ 28.94	\$ 31.05	\$ 29.52
Labourer	79	69	14 (60-69)	\$ 22.74	\$ 21.60	\$ 24.27	\$ 23.06	\$ 24.76	\$ 23.52
District Office Receptionist	82	114	9 (110-119)	\$ 26.25	\$ 24.93	\$ 28.07	\$ 26.66	\$ 28.63	\$ 27.19
International Program Administrative Assistant	84	150	5 (150-159)	\$ 28.19	\$ 26.80	\$ 30.09	\$ 28.61	\$ 30.69	\$ 29.18
District Accounts Payable Clerk	85	140	6 (140-149)	\$ 27.92	\$ 26.55	\$ 29.86	\$ 28.39	\$ 30.46	\$ 28.96
Student Monitor - Secondary Level	86	97	11 (90-99)	\$ 24.84	\$ 23.63	\$ 26.52	\$ 25.23	\$ 27.05	\$ 25.73
Graphic Web Designer	88	124	8 (120-129)	\$ 26.79	\$ 25.48	\$ 28.65	\$ 27.25	\$ 29.22	\$ 27.80
Programmer Analyst/Systems Administrator	89	176	2 (174-176)	\$ 28.84	\$ 27.39	\$ 30.84	\$ 29.29	\$ 31.46	\$ 29.88
StrongStart Facilitator	90	163	4 (160-166)	\$ 28.59	\$ 27.17	\$ 30.52	\$ 29.00	\$ 31.13	\$ 29.58
* Brailist/Transcriber	91	143	6 (140-149)	\$ 28.33	\$ 26.95	\$ 30.29	\$ 28.82	\$ 30.90	\$ 29.40
Culinary Arts Kitchen Assistant (Stelly's Culinary Teaching Kitchen)	92	113	9 (110-119)	\$ 26.00	\$ 24.70	\$ 27.76	\$ 26.37	\$ 28.32	\$ 26.90
Homestay Coordinator	93	140	6 (140-149)	\$ 27.92	\$ 26.55	\$ 29.86	\$ 28.39	\$ 30.46	\$ 28.96



Info Systems Coordinator	97	154	5 (150-159)	\$ 28.47	\$ 27.06	\$ 30.44	\$ 28.94	\$ 31.05	\$ 29.52
International Languages Interpreter & Classroom Assistant	98	104	10 (100-109)	\$ 25.42	\$ 24.16	\$ 27.14	\$ 25.79	\$ 27.68	\$ 26.31
Custodial & Community Use Coordinator	99	127	8 (120-129)	\$ 26.79	\$ 25.48	\$ 28.65	\$ 27.25	\$ 29.22	\$ 27.80
* Complex Needs Specialized Education Assistant	100	152	5 (150-159)	\$ 28.90	\$ 27.46	\$ 30.90	\$ 29.36	\$ 31.52	\$ 29.95
Transportation Clerk/Dispatcher	101	130	7 (130-139)	\$ 27.34	\$ 26.00	\$ 29.24	\$ 27.80	\$ 29.82	\$ 28.36
Senior Human Resources Assistant	102	156	5 (150-159)	\$ 28.47	\$ 27.06	\$ 30.44	\$ 28.94	\$ 31.05	\$ 29.52
District Accounts Receivable Clerk	103	169	3 (167-173)	\$ 29.28	\$ 27.83	\$ 31.31	\$ 29.76	\$ 31.94	\$ 30.36
Transportation Assistant	105	87	12 (80-89)	\$ 24.54	\$ 23.34	\$ 26.24	\$ 24.96	\$ 26.76	\$ 25.46
* Employment Explorations Coordinator	106	130	7 (130-139)	\$ 27.75	\$ 26.38	\$ 29.67	\$ 28.21	\$ 30.26	\$ 28.77
International Program Assistant	107	114	9 (110-119)	\$ 26.25	\$ 24.93	\$ 28.07	\$ 26.66	\$ 28.63	\$ 27.19
Distributed Learning Systems Coordinator	108	160	4 (160-166)	\$ 28.86	\$ 27.44	\$ 30.86	\$ 29.34	\$ 31.48	\$ 29.93
Health & Safety Assistant	109	150	5 (150-159)	\$ 28.47	\$ 27.06	\$ 30.44	\$ 28.94	\$ 31.05	\$ 29.52
International School Assistant	110	104	10 (100-109)	\$ 25.66	\$ 24.39	\$ 27.44	\$ 26.08	\$ 27.99	\$ 26.60
District Accounts and Payroll Clerk	111	169	3 (167-173)	\$ 29.28	\$ 27.83	\$ 31.31	\$ 29.76	\$ 31.94	\$ 30.36

Speech Language Pathology Assistant	115	127	8 (120-129)	\$ 27.19	\$ 25.85	\$ 29.07	\$ 27.64	\$ 29.65	\$ 28.19
Irrigation Technician/Grounds Maintenance	116	135	7 (130-139)	\$ 26.53	\$ 25.22	\$ 28.32	\$ 26.92	\$ 28.89	\$ 27.46
District Data Systems Analyst (Red Circled)	117	176	2 (174-176)	\$ 28.84	\$ 27.39	\$ 30.84	\$ 29.29	\$ 31.46	\$ 29.88
District Data Systems Analyst	117	173	3 (167-173)	\$ 28.67	\$ 27.25	\$ 30.66	\$ 29.14	\$ 31.27	\$ 29.72
Communications Facilitator Education Assistant	114	126	8 (120-129)	\$ 27.19	\$ 25.85	\$ 29.07	\$ 27.64	\$ 29.65	\$ 28.19
International Program Assistant - Accounts	118	140	6 (140-149)	\$ 27.92	\$ 26.55	\$ 29.86	\$ 28.39	\$ 30.46	\$ 28.96
HR and Benefits Analyst	119	140	6 (140-149)	\$ 27.92	\$ 26.55	\$ 29.86	\$ 28.39	\$ 30.46	\$ 28.96
Plumber	120	175	2 (174-176)	\$ 34.16	\$ 32.46	\$ 36.47	\$ 34.65	\$ 37.20	\$ 35.34
Painter	121	168	3 (167-173)	\$ 33.06	\$ 31.43	\$ 35.29	\$ 33.55	\$ 36.00	\$ 34.22
Vehicle Maintenance	122	175	2 (174-176)	\$ 34.16	\$ 32.46	\$ 36.47	\$ 34.65	\$ 37.20	\$ 35.34
HVAC	123	175	2 (174-176)	\$ 34.16	\$ 32.46	\$ 36.47	\$ 34.65	\$ 37.20	\$ 35.34
Electrician	124	175	2 (174-176)	\$ 34.16	\$ 32.46	\$ 36.47	\$ 34.65	\$ 37.20	\$ 35.34
Electrician / Alarm Technician	125	175	2 (174-176)	\$ 34.16	\$ 32.46	\$ 36.47	\$ 34.65	\$ 37.20	\$ 35.34
Carpentry	126	175	2 (174-176)	\$ 33.24	\$ 31.59	\$ 35.48	\$ 33.72	\$ 36.19	\$ 34.39
Inclusion Support Worker	127	71	13 (70-79)	\$ 23.77	\$ 22.57	\$ 25.37	\$ 24.09	\$ 25.88	\$ 24.57
Youth and Family Counsellor	77	N/A	N/A	\$ 45,181.43	\$ 45,181.43	\$ 48,231.18	\$ 48,231.18	\$ 49,195.80	\$ 49,195.80

Youth and Family Counsellor - SISP	112	N/A	N/A	\$ 45,855.13	\$ 45,855.13	\$ 48,950.35	\$ 48,950.35	\$ 49,929.36	\$ 49,929.36
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Allowance	30-Jun-21	01-Jul-22	01-Jul-23	01-Jul-24
	-	No Increase	5.5% GWI + 1.25% COLA	2% GWI + COLA*
Contractors License (25.06(i))	\$ 0.50	\$ 0.50	\$ 0.53	\$ 0.54
FSR (25.06(ii))	N/A	\$ 0.50	\$ 0.53	\$ 0.54
CVSE (25.06(iii))	N/A	\$ 0.25	\$ 0.27	\$ 0.27

## **APPENDIX “A”**

### **1. Employees Covered Under Appendix “A”**

- (a) This Appendix applies to employees who are in the School Support Worker, Clerical, and DRC classifications.
- (b) A generalist is a position where the employee works in a flexible work environment between two (2) or more job positions (except Job 49, 1, 46, 62, 71, and 72 per Appendix “A” 5 in one location. A generalist position will be assigned by posting pursuant to Article 16 or where the time has been assigned to ensure retention of entitled continuing hours pursuant to Appendix “A” 10. An employee cannot become a generalist through additional assigned hours pursuant to Article 16.03. For generalist positions the higher rated position shall be used to calculate the higher rate of pay for all hours worked.

Education Assistants working Job 49 time in addition to their regular Education Assistant time will be paid Job 51 rate of pay for that time.

- 2. The intent of these terms is to provide stability in the school system and be responsive to the needs of students while providing job security and stability for employees in accordance with qualifications and seniority.
- 3. Employees shall be given a position attached to a school/location that may not be unilaterally changed by the District, except in accordance with Article 12 of this Appendix.
- 4. Continuing employees including Bus Drivers and Custodians and temporary employees grandfathered for work prior to March, 1994, who have provided temporary Student Monitor duties in the school year shall have the right to continue to perform such service for the following school years without posting, provided such service is required and cannot be performed by a School Support Worker attached to the school/location. Every effort will be made to maintain hours on the basis of scheduling requirements of the school/location for continuing Appendix “A” employees.
- 5. School Support Worker hours may be distributed among qualified, senior and willing School Support Workers. When such hours are distributed they shall continue for the entire school year provided the student(s) remain at that school. The School Support Worker shall be paid a premium for the hours worked while carrying out the duties of a Specialized Education Assistant equivalent to the rate of pay for a Specialized Education Assistant, Education Assistant - Student Services (Tech Ed) or Interpreter or Intervener. The payment of the premium shall be made in such a way so as to maximize benefits and coverage for such employees.

6. Overnight Field Trips

- (a) Overnight field trips shall be those trips occurring during the school term.
- (b) Education assistants may be required for the supervision of students with special needs (as identified by the District Screening Committee) who have specific safety (emotional and/or severe behavioural) and personal care needs as outlined in their Individual Educational Plan (I.E.P.).
- (c) Involvement of education assistants on overnight field trips is voluntary and may be declined. Preference will be given to those education assistants who normally work within the school and directly with the student or students who will be participating on the field trip. With the exception of family members, other CUPE employees will not be asked to volunteer their time.
- (d) When a student with special needs plans to participate in a field trip, the School Based Team including an administrative officer, field trip supervisor, education assistant involved and other concerned parties will meet before the field trip to address:
  - (i) Responsibility of supervision requirements.
  - (ii) Specific responsibilities of education assistants.
  - (iii) The identification and estimate of the costs (including accommodation, meals, travel and other expenses from school based funding).

The school principal shall authorize the overnight field trip request prior to submission for Board approval.

- (e) Required education assistants on field trips will be paid a minimum of seven (7) hours per day.
- (f) The regular workweek, as per Article 18.01 and 19.01 shall be separate from the overnight field trip hours, to prevent cumulative overtime rates.
- (g) Time worked on a field trip in excess of seven (7) hours per day shall be deemed as overtime as per clause 18.01 and 19.01.
- (h) Any education assistant approved to participate in a field trip will be provided with a work schedule:
  - (i) A minimum of six (6) uninterrupted consecutive hours of "time off" will be provided.
  - (ii) Overtime care due to extenuating circumstances approved by the

field trip supervisor will be paid in accordance with Clause 19.01 of the Agreement.

- (i) Standby requirements as approved by the field trip supervisor between the hours 2400 hours and 0559 hours shall be entitled to  $\frac{1}{4}$  time at overtime rates.
- (j) During this trial period the education assistant shall maintain a log containing anecdotal reports on the student, education assistant hours involved, and recommendations.

### **SAMPLE FIELD TRIP LOG**

Date: \_\_\_\_\_

Hours	Daily Shift(s)	Total	Supervisor's Initials	CUPE Initials
Regular				
Standby				
"Emergency"				

### **DAILY ANECDOTAL REPORT**

7. Increase in Hours

See Article 16.03.

8. Annual Conversion of Unposted Temporary Hours to Continuing

By September 30<sup>th</sup> of each year the District shall convert unposted temporary hours into continuing hours on the following basis:

- (a) Hours that are worked the previous school year (September 30<sup>th</sup> to June 25<sup>th</sup> while students are in session) and which are required for the following school year with the same duties and which are worked by the same employees.
- (b) The formula applies to temporary and continuing employees.
- (c) The minimum number of hours required in order to qualify as continuing is ten (10) hours per week.

- (d) Where temporary hours are converted to continuing hours and where the temporary hours are in a different job number than the continuing hours, the job number (if appropriate) shall be determined by the Secretary-Treasurer after considering the advice and recommendation of the Union.

9. Annual Conversion of Posted Temporary Positions to Continuing

By September 30<sup>th</sup> of each year the District shall convert posted temporary positions to continuing positions on the following basis:

- (a) Temporary positions that are filled during the school year and which are required for the following school year with the same duties shall become continuing positions and shall be posted in accordance with Article 16 except where temporary positions or hours have been posted or assigned for positions, and held by continuing employees on approved leaves of absence. (Where a temporary employee replaces a continuing employee, the parties agree that this subsection can have no affect.)
- (b) The minimum number of hours required in order for a position to qualify as continuing is ten (10) hours per week.

10. Substitute List

See Articles 15 and 16.

11. Review of School Staffing for Next School Year

- (a) By June 1 of each year for 12 month employees and by June 15 of each year for 10 month employees, each Administrator or Manager shall determine each school/location's staffing needs for the next school year. On the basis of position and seniority, employees shall be identified who are surplus to the anticipated needs of the school for the next school year. Employees who are declared surplus shall be those whose positions are no longer required or those whose hours are to be reduced. Employees with reductions in hours less than their full continuing entitlement will be offered the option of a partial leave of absence for those hours in order to stay at their current school.
- (b) On a District-wide basis available new or vacant positions will be offered on a seniority basis to surplus employees between June 16 and June 29 who have the required qualifications and experience for the position. Any employees who are on the recall list shall also be considered on the basis of seniority and required qualifications and experience for the position. Where an employee is offered a comparable position (same or greater hours, same job number) and the employee declines the assignment, they shall have the right of recall, Article 17.04.

- (c) If no comparable positions (same or greater hours, same job number) are available pursuant to (b) surplus employees shall have the right on a seniority basis to claim on or before June 30 the position held by the most junior employee in their classification that is equal to or lower than the position held by the surplus employee, provided that the surplus employee has the required qualifications. Where the position claimed is in a lower classification or where the position claimed has fewer hours than the continuing hours of the then surplus employee, the surplus employee shall continue to have rights of a surplus employee in August and September as specified in this Appendix.

(d) (1) July/August Vacancies

On a District-wide basis available positions will be offered on a seniority basis to surplus employees during the last five (5) working days of August who have the required qualifications and experience for the position. Any employees who are on the recall list shall also be considered on the basis of seniority and required qualifications and experience for the position. Positions may be awarded without interviews in accordance with Article 16 of the agreement. Where an employee is offered a comparable position (same or greater hours, same job number) and the employee declines the assignment, they shall have the right of recall, Article 17.04.

(2) September Vacancies Prior to Claiming Day

On a District-wide basis available positions will be offered on a seniority basis to surplus employees up to claiming day who have the required qualifications and experience for the position. Any employees who are on the recall list shall also be considered on the basis of seniority and required qualifications and experience for the position. Where an employee is offered a comparable position (same or greater hours, same job number) and the employee declines the assignment, they shall have the right of recall, Article 17.04.

(3) Vacancies After Claiming Day

Where a new or vacant School Support Worker continuing position becomes available after claiming day, Article 16, Promotions and Staff Changes shall apply.



(e) Surplus Position September 1<sup>st</sup> to 30<sup>th</sup>

Employees covered by this Appendix may also be declared surplus between the period September 1<sup>st</sup> and September 30<sup>th</sup> where the needs of the school have changed from what was anticipated or planned in June. Such employees shall have the same rights of Article 11(d)(2) of the Appendix and shall be guaranteed the same hours as were scheduled in June for the month of September.

12. Rights of Surplus Employees at Claiming Day (Bumping)

Any employee who remains surplus pursuant to Article 11 above shall have the right to claim the position held by the most junior employee of any classification covered by this Appendix that is equal to or lower than the classification held by the surplus employee that has the same continuing hours provided that the surplus employee has the required qualifications. If no position provides the same number of continuing hours, the surplus employee may opt to claim a position with greater or lesser hours provided that the position is held by a junior employee in an equal or lower classification and provided that the surplus employee has the required qualifications.

(a) Rights of Junior Surplus Employees

Any junior continuing employee who is displaced by a surplus employee pursuant to this Appendix shall also have the right to claim the position held by the most junior continuing employee of any classification covered by this Appendix that is equal to or lower than the classification held by the displaced employee and that has the same or fewer hours.

(b) The claim for position pursuant to 12 and 12(a) shall occur on the date (claiming day) specified by the Secretary-Treasurer prior to September 30. Employees will be placed in the claimed positions effective October 1.

(c) Any continuing employee who remains surplus after the process described in 12(b) shall have the right to be placed on the recall list or to elect to receive severance pay pursuant to Article 17.04 of the agreement.

13. Surplus After September 30<sup>th</sup>

Employees declared surplus after September 30 shall continue to be paid in accordance with the hours and position held as at September 30 for the balance of the school year. These employees may be reassigned to positions covered by Appendix "A" at the discretion of the Board to different schools/locations and/or positions (see Article 15 in this Appendix).

14. Restrictions on Effective Date of Transfer

In the event that operational needs require the successful candidate in the job posting process to continue to work in his/her previous position, the Board may defer the date of commencement of new duties in the new position to a date no later than the following September.

- (a) If the new position would result in increased pay to the employee (increase pay rate or increased hours or any combination thereof), the employee shall be paid in accordance with the pay rate and hours of the new position effective the date the position was filled pursuant to the job posting process (prior to actually commencing duties of the new position).
15. Where a position, same job number, of any employee who is declared surplus is reinstated within twelve (12) months that employee shall be given the first opportunity to claim the position (see Article 13 in the Appendix).
16. Where this Appendix is silent on the issue, the terms of the Collective Agreement shall apply.
17. Nothing in the foregoing precludes an employee from the right to grieve any dispute that may arise in regard to this Appendix.
18. This Appendix shall be attached to and form part of the Collective Agreement.

## **APPENDIX “B”**

### **DRIVERS**

#### **1. GUIDELINES FOR SELECTING REGULAR AND KINDERGARTEN ROUTES**

##### **(a) Regular Bus Route**

- (1) Prior to September 30 and again by January 30 of each year, continuing bus drivers, in order of seniority, will have an opportunity to indicate their preference for routes. Drivers who are not available for the route selection shall give advance written notice, stating their preferred routes in order of seniority.
- (2) Prior to the route selection pursuant to sub (1) above, the bus drivers will be provided with the finalized routes for their consideration at least one working day in advance.
- (3) During the last five (5) working days prior to the start of the school year, bus drivers shall contact the Transportation Manager to confirm that their route times have not been significantly reduced for the month of September.
- (4) In the event that a driver's route is decreased by fifteen (15) or more minutes per day between October 1 and the start of the following school year, a driver may exercise their seniority rights, pursuant to Article 17.01 in the transportation classification.
- (5) In the event of a reduction in the work force, the provisions of Article 17 shall apply.

##### **(b) Special Education Bus Routes**

###### **(1) Special Education Bus Routes**

- (i) Prior to the September 30<sup>th</sup> meeting for regular bus routes, qualified Special Education bus drivers, in order of seniority, will have an opportunity to indicate their preference for routes (driver and yard time) for the coming school year.
- (ii) Driver and yard time allotted pursuant to (i) shall be guaranteed for the school year based on a weekly average during five (5) consecutive working days exclusive of Pro-D Days.
- (iii) Minimum driver and yard time shall be five (5) hours.

- (iv) Driver and yard time in excess of five (5) hours will be paid at straight time for the duration of the shift up to eight (8) hours after which overtime rates shall apply.
- (v) A special needs bus driver replacement list for temporary replacement work will be created in September and January for continuing, qualified bus drivers. In the event of a special needs bus driver's absence, the route shall be offered to the senior bus driver on the list. The replacement will be assigned for the period of absence until the return of the incumbent. When the replacement is filled by a person who is not the most senior qualified replacement and the return of the incumbent is extended and deemed to be a longer-term assignment, the assignment will be re-evaluated to determine if a more senior replacement should be assigned. The Transportation Manager can determine the suitable replacement from the list for the following leaves:
  - General leave pursuant to Article 24.09
  - Partial leave pursuant to Article 24.12
  - Union leave pursuant to Article 24.01

(2) Priority

The District's first priority is for the transportation of special education students for the school term on the same bus with the same driver for a minimum travelling time on the bus.

(3) Commitment

Drivers selected for special education bus routes are expected to make a commitment for the school term.

(4) Driver Requirements

- (i) Drivers selected for special education routes will be on a three (3) month trial period, after which time they may continue on the special education run or return to a regular bus route.
- (ii) Drivers on special education routes will be evaluated by the Transportation Manager at the end of the three (3) month trial period.
- (iii) If the driver returns to a regular bus route, the route assigned will be according to seniority.

(5) Driver Selection

- (i) Personality appropriate to dealing with special education students.
- (ii) Reliable and punctual.
- (iii) Enjoy assisting special education students.
- (iv) Be able to develop an excellent working environment with students, teachers, parents/guardians, and other staff.

(6) Driver Responsibilities

- (i) To ensure that students are met at home and school, and transported safely to their destination.
- (ii) In consultation with the Transportation Manager to adjust routes to the changing needs of the special education students.

(7) Driver Training

Drivers selected for special education bus routes will be required to attend in-service training sessions as requested by the Transportation Manager.

(8) Classroom Experience

It is desirable to have special education drivers spend some time in a special education classroom interacting with students and teachers.

(9) Attendance Records

Special education bus drivers will be required to maintain daily attendance records of students transported and these records are to be delivered to the transportation office at the end of each week.

(10) Driver Meetings

It is anticipated that regular meetings would be held with special education route drivers to discuss any problems and to work on solutions which would make the system operate more efficiently.

(11) Route Assistance

A specific plan would be established to ensure that the same procedures are being followed by all special education bus drivers.

2. FINAL DECISION REGARDING ASSIGNMENTS

The Transportation Manager is responsible for making the final decisions regarding the assignment of routes where it is not covered by the Collective Agreement.

3. SELECTION OF BUS DRIVERS FOR FIELD TRIPS

The Board and the Union agree that during the term of this agreement, the procedures for selection of bus drivers for day field trips will be followed in assigning bus drivers to field trips.

(1) Field Trips

- (a) The Transportation Manager will assign field trips in the most cost effective way for the District.
  - (i) Field trips will be assigned to participating continuing bus drivers. Temporary bus drivers may drive for field trips when continuing bus drivers are unavailable or unable to do the field trip. Field trips and total field trip hours accumulated for each driver will be posted every week. Drivers will be notified as soon as possible regarding field trips. Out-of-town field trips (over eight [8] hours) will be offered on a rotating basis to continuing participating bus drivers.
  - (ii) Continuing bus drivers may be released from regular routes to do field trips as necessary.
- (b) Hours associated with Transportation Department Safety Programs and other temporary work covered by Appendix "B" in the Transportation Department shall be considered field trips for the purpose of Appendix "B" 3.1 (d), but are not to be used to equalize field trip hours.
- (c) Each school year, the Transportation Manager will assign field trips as fairly as possible to equalize the field trip hours for all participating continuing bus drivers. Only field trip hours in excess of regular route hours will count towards equalization. Multi-day charters will be given an expense allowance on a per diem rate based upon Board Policy.

- (d) Continuing bus drivers and temporary bus drivers in posted temporary positions agree to waive the provisions of Article 18.01(a) and 19.01(a) in order to accept field trips when their weekly hours do not exceed forty (40) hours, except as provided below.
- (e) Local Saturday or Sunday field trips will be paid at straight time with a minimum of four (4) hours.
- (f) Evening field trips will be paid a minimum of two (2) hours.
- (g) Out of town field trips, over eight (8) hours, will be paid at overtime rates as per Article 19.01.
- (h) If a “callback” is necessary to obtain a driver, provisions of Article 19.02 apply.
- (i) When continuing bus drivers are away due to illness or injury, field trips will be (when possible) re-assigned.
- (j) The workweek shall be from Sunday at 12:00 a.m. until Saturday at 11:59 p.m. Continuing bus drivers may work a maximum of forty (40) hours per week at straight time rates driving their regular routes, including the optional field trips. Hours over forty (40) hours will be paid at time and a half (1.5) from 40-48 inclusive and at double time thereafter.
- (k) The term “Continuing Bus Driver” refers to all bus drivers appointed by the Board.
- (l) New continuing bus drivers are entitled to a prorated share of remaining annual field trip hours.

#### 4. OVERNIGHT AND DAY OUT-OF-TOWN FIELD TRIPS

- (a) An out-of-town field trip shall be defined as any trip where the bus travels off of Vancouver Island and/or travels north of the city of Nanaimo.
- (b) Out-of-town and day only field trips, over eight (8) hours, will be paid at overtime rates as per Article 19.01.
- (c) An overnight field trip shall be defined as any field trip where the bus driver is required to stay more than one (1) working day.
- (d) Drivers on an overnight field trip shall be given an expense allowance on a per diem rate based on Board Policy. Drivers shall be given the option of

being billeted or choosing a hotel room at a reasonable expense to the Board.

- (e) Out-of-town and overnight field trips shall be posted and the senior continuing bus driver, on a rotating basis of seniority shall be offered the trip.

- (f) Overnight field trips shall be paid on the following schedule:

First day	8 hours minimum then overtime
Second day	10 hours straight time (minimum)
Each consecutive day	10 hours straight time (minimum)
Last day	8 hours minimum then overtime

- (i) Total working time should not exceed ten (10) hours of actual working time (i.e. delivering team to site in a.m., pickup during the day, returning team to sleeping quarters). Hours worked after ten (10) hours shall be paid time and one-half for one (1) hour, then double time thereafter.

- (ii) *National Safety Code* shall take precedence in limiting the number of hours worked per day, with the necessary rest periods.

- (g) For clarification, the regular workweek, as per Article 18.01 of the Collective Agreement, shall be separate from the out-of-town and day and overnight field trip hours, to prevent cumulative overtime rates.

- (h) The scheduled workweek shall be from 12:00 a.m. Sunday until 11:59 p.m. Saturday.

5. PROCEDURE FOR ADVISING BUS DRIVERS OF CHANGE IN SCHEDULE WITH REGARDS TO NON-INSTRUCTIONAL DAYS

By June 30<sup>th</sup> of each year the Transportation Manager will be provided with a copy of the following year's non-instructional days by school. Bus drivers may then review this list prior to selecting bus routes in September (selection is done on a seniority basis).

Job posting and appointment letters will be clear with regard to the days of work while students are in session.

If the schedule of non-instructional days changes, affected staff will be advised with twenty-eight (28) calendar days notice.



Continuing staff will be given preference for work over temporary staff on non-Instructional days provided scheduling and route familiarity can be accommodated.

6. BUS DRIVERS PERFORMING STUDENT MONITOR DUTIES

A bus driver who is a continuing employee who also works as a student monitor shall be excused from any student monitor duties under the following circumstances:

- (a) early dismissals;
- (b) large bus movements (where a significant number of buses are required e.g. Victoria Symphony etc.);
- (c) field trips where the continuing driver is the only continuing bus driver available to do the field trip.

## **APPENDIX “C”**

### **ADULT RETRAINING WORK EXPERIENCE PLACEMENTS**

The parties agree to participate in adult retraining work experience placements sponsored by private sector retraining organizations. The following conditions shall apply to such placements:

1. Work experience placements shall not exceed twenty working days.
2. Participation in the work experience placement shall be approved in writing by the Administrator, President of the Union and the individual CUPE employee(s) involved prior to any placement.
3. Participation in the work experience placement by a CUPE member is completely voluntary.
4. Work experience placement will not replace or displace any continuing or temporary scheduled CUPE staff or hours.
5. No CUPE member will be held liable or responsible for the improper action of any work experience placement.
6. A person placed within the District in a work experience shall be subject to the requirement of an acceptable criminal record check. A person placed within the District in a work experience is not an employee nor entitled to any preference over any continuing or temporary CUPE employee with respect to any rights or benefits resulting from employment or the Collective Agreement between the parties.

### **CAMOSUN COLLEGE – STUDENT COMMUNITY SUPPORT WORKER PRACTICUM**

The parties agree to the following conditions regarding Camosun College - Student Community Support Worker Practicum.

#### **Purpose of the Practicum Placement**

The overall objective of the practicum experience is to assist the practicum student in developing the necessary self-awareness, knowledge, skills and values in effectively providing support for individuals with diverse abilities.

A. Outline of Camosun Program

- Ten (10) month program to develop skills in supporting individuals with disabilities.
- Includes training in the areas of personal care, A.D.D., food safe, teaching strategies, observation and assessment.
- Includes eight (8) week practicum, four (4) days per week, which would include a Teacher Sponsor and Education Assistant as a mentor.

B. School Procedures for Education Assistant/Mentor and Teacher/Sponsor

- Practicum student does not provide support in areas or classrooms where no support is currently provided by the Education Assistant/Mentor.
- Practicum students do not leave school facilities with students unless accompanied by the Education Assistant/Mentor.
- Practicum student is under the supervision of the Teacher/Sponsor.
- Evaluation is done by Teacher/Sponsor in collaboration with the Education Assistant/Mentor.
- Practicum student is to observe and work with Education Assistant/Mentor.
- Practicum student does not replace existing Education Assistant hours.
- Participation in the practicum placement by a CUPE member is completely voluntary.
- Practicum placement experience will not replace or displace any continuing or temporary scheduled CUPE staff or hours.
- No CUPE member will be held liable or responsible for the improper action of a practicum student.
- All practicum students shall be subject to the requirement of an acceptable criminal record check.
- A practicum student is not an employee nor entitled to any preference over any continuing or temporary CUPE employee with respect to any rights or benefits resulting from employment or the Collective Agreement between the parties.
- Practicum students will not become involved in personal care without a signed permission form from the parent/guardian and, where appropriate, the student.
- Red files shall not be accessed by practicum students.

C. Roles and Responsibilities of Practicum Teacher/Sponsor

- In collaboration with college instructor and the practicum student, identify learning needs, goals and objectives for the practicum experience within the setting.
- Provide an appropriate orientation to the school, introduce the practicum student to other staff members and inform all staff personnel of the student's role in that particular setting and of the student's learning

objectives.

- Permit the practicum student to carry out the assignments and projects as required for the practicum with mentor present.
- Integrate the student into the school and with the college instructor, assign appropriate tasks and responsibilities that incorporate the theory learned in the classroom into practice.
- Provide a learning atmosphere in which the student is viewed as a “Learning Professional” and part of the school team.
- Select and provide appropriate learning experiences in the setting that reflects the range of activities possible within the setting. This could include participation in staff meetings, seminars, and community work.
- Introduce the preferred way of doing things within the school.
- Demonstrate and/or supervise procedures or skills that are new to the student.
- Monitor the student(s)’ performance and provide timely, objective feedback regarding performance.
- Report to the college instructor as soon as possible, any difficulties that may arise in the student/supervisor relationship or in the placement that may impede learning, with view to an early resolution to the problem.

#### POST SECONDARY STUDENT PRACTICUMS AND SCHOOL DISTRICT NO. 63 STUDENT WORK EXPERIENCE PROGRAM

The parties agree to participate in Post-Secondary Student Practicum placements and work experience for district secondary students where the student desires to mentor with a CUPE member subject to the following conditions:

##### Purpose of the Placements

The overall objective of the practicum experience is to assist the practicum student in developing the necessary skills along with their education to enter the workforce after graduation. The overall objective of the student work experience program is to allow secondary students to complete credits for graduation and have an opportunity to obtain workplace experience.

##### Post-Secondary Practicum Placements

1. Participation in a practicum placement shall be approved in writing by the Administrator and the President of the Union prior to the placement.
2. Participation by a CUPE member in assisting the practicum student is completely voluntary.
3. The practicum student is under the supervision of the Administrative Officer, Manager, Teacher sponsor and CUPE Mentor.

4. The practicum student placement will not replace or displace any continuing or temporary scheduled CUPE staff or hours.
5. No CUPE member shall be held liable or responsible for the improper action of any practicum student.
6. No compensation shall be paid to the practicum student for the work performed with the exception of mileage expenses between schools as agreed upon by the employer.
7. A person placed within the District in this role shall be subject to the requirement of an acceptable criminal record check. A person placed within the District in a practicum placement is not an employee nor entitled to any preference over any continuing or temporary CUPE employee with respect to any rights or benefits resulting from employment or the Collective Agreement between the parties.
8. A practicum student does not provide services in areas or classrooms where no services are currently provided by the CUPE Mentor except for cases of observation.

#### School District No. 63 Student Work Experience Program

1. The Union shall be informed of any participation in the work experience program at any school district site.
2. Participation by a CUPE member in assisting the work experience student is completely voluntary.
3. Work experience student placement will not replace or displace any continuing or temporary scheduled CUPE staff or hours.
4. Work experience student is under the supervision of the Administrative Officer, Manager, Teacher Sponsor and CUPE Mentor.
5. No CUPE member shall be held liable or responsible for the improper action of any work experience student.
6. No compensation shall be paid to the work experience student for the work performed.
7. A work experience student is not an employee nor entitled to any preference over any continuing or temporary CUPE employee with respect to any rights or benefits resulting from employment or the Collective Agreement between the parties.

8. A work experience student does not provide services in areas or classrooms where no services are currently provided by the CUPE Mentor except for cases of observation.

### SCHOOL DISTRICT NO. 63 STUDENT APPRENTICESHIP PROGRAM

The parties agree to participate in our students participating in Apprenticeship programs where the student desires to mentor with a CUPE member subject to the following conditions:

#### Purpose of the Placements

The overall objective of the apprenticeship experience is to assist the student in developing the necessary skills along with their education to enter an apprenticeship program after secondary school graduation.

#### Apprenticeship Placements

1. Participation in an apprenticeship placement shall be approved in writing by the Administrator and the President of the Union prior to the placement.
2. Participation by a CUPE member in assisting the apprenticeship student is completely voluntary.
3. The apprenticeship student is under the supervision of the School Administrator, Director of Facilities, Supervisor, Career Programs Coordinator and CUPE Mentor.
4. The apprenticeship student placement will not replace or displace any continuing or temporary scheduled CUPE staff or hours.
5. No CUPE member shall be held liable or responsible for the improper action of any apprenticeship student.
6. No compensation shall be paid to the apprenticeship student for the work performed.
7. A student placed within the District in this role shall be subject to the requirement of an acceptable criminal record check.
8. A student placed within the District in an apprenticeship placement is not an employee nor entitled to any preference over any continuing or temporary CUPE employee with respect to any rights or benefits resulting from employment or the Collective Agreement between the parties.
9. An apprenticeship student is on the worksite(s) under the direct supervision of the CUPE member at all times.

## APPENDIX “D”

### **RE: AMENDED INDEMNIFICATION BYLAW NO. 1A**

THIS BYLAW of the Board of School Trustees of Saanich District No. 63 (Saanich) is in accordance with Section 113 of the *School Act*.

A bylaw to provide that the Board will indemnify a trustee, an officer or an employee of the Board as well as volunteer workers or student teachers while performing their duties on behalf of the School District or while performing activities in connection with School District or student related interests such as school crossings.

- (a) Against a claim for damages against a trustee, officer, employee of the Board, volunteer worker or student teacher arising out of performance of his or her duties; or
  - (b) Where an inquiry under Part 2 of the *Inquiry Act* or other proceedings involves the administration and conduct of the business of the School District;
- and, in addition, may pay legal cost incurred in proceedings arising out of the claim or inquiry or other proceeding.

The Board may, by an affirmative vote of not less than two-thirds ( $\frac{2}{3}$ ) of all its members, pay:

- (a) any sum required to indemnify a trustee, officer, employee, volunteer worker or student teacher of the Board where prosecution arises out of the performance of his or her school board duties or while performing activities in connection with School District or related interests; and
  - (b) costs necessarily incurred;
- but, the Board shall not pay a fine imposed on a trustee, officer, employee, volunteer worker or student teacher as a result of his or her conviction.

The Board shall not seek indemnity against a trustee, officer, employee, volunteer worker or student teacher of the Board in respect of any action of the trustee, officer, employee, volunteer worker or student teacher that results in a claim for damages against the Board, but the Board may seek indemnity:

- (a) Against a trustee, officer, employee, volunteer worker or student teacher where the claim for damages arises out of the gross negligence of the trustee, officer, employee, volunteer worker or student teacher; or
- (b) Against an officer, employee, volunteer worker or student teacher where in relation to the action that gave rise to the claim for damages against an officer, employee,

volunteer worker or student teacher; the officer, employee, volunteer worker or student teacher wilfully acted contrary to:

- (i) The terms of his or her employment; or
- (ii) In the case of a volunteer worker or student teacher, the direction of the responsible School District employee; or
- (iii) An order of a superior.

Read a first time the 21<sup>st</sup> day of February 1994.

Read a second time the 21<sup>st</sup> day of February 1994.

Read a third time the 21<sup>st</sup> day of February 1994.

Finally passed and adopted the 21<sup>st</sup> day of February 1994.



## APPENDIX “E”

### **RE: Entitlements of Temporary Employees**

This appendix is intended to summarize previous discussions and correspondence between the parties commencing in the fall of 2013 in relation to the rights, benefits and entitlements of temporary employees under the Collective Agreement. While Article 1.03 (Temporary Employee) states that it “... covers all the rights of a temporary employee...” the Parties agree that this statement is not strictly accurate.

Misunderstandings have arisen around the word ‘rights’ particularly in the sense of rights that are not specifically referred to in Article 1.03, but nevertheless accrue to all employees by virtue of law, practice or other requirements.

The Parties recognize and agree that there are complexities associated with many articles in the collective agreement that cannot be captured in a simple table. The table is intended as a guide; however, each article must be read carefully as there may be instances in which the check marks in the table cannot fully explain all interpretive nuances. A number of footnotes have been added at the end of the table to help clarify the application of some articles (or portions thereof) to temporary employees.

<b>Article Reference</b>	<b>Not Applicable</b> (unrelated to employee status)	<b>Applies to All Temporary Employees</b>	<b>Applies to Temporary Employees in Posted Positions</b>	<b>Applies to On-Call Temporary Employees</b>	<b>Does Not Apply to Temporary Employees</b>
1 – Definitions					
1.01					X
1.02					X
1.03		X	X	X	
1.04	X				
2 – Management Rights	X				
3 – Union Recognition	X				
4 – No Discrimination		X	X	X	
5 – Union Security					
5.01		X	X	X	
5.02		X	X	X	
5.03					X
5.04		X	X	X	
6 – Checkoff		X	X	X	
7 – New Employees		X	X	X	

8 – Correspondence	X				
9 – LMM Committee	X				
10 – Negotiations	X				
11 – Call-in Procedures		11.01(b)		X	
12 – Grievance Procedure	X				
13 – Arbitration	X				
14 – Discharge etc.					
14.01		X	X	X	
14.02					X
14.03		X	X	X	
14.04		X	X	X	
14.05		X	X	X	
14.06		X	X	X	
14.07		X	X	X	
15 – Seniority					
15.01					X
15.02					X
15.03					X
15.04					X
15.05		X	X	X	
16 – Promotions and Staff Changes					
16.01	X				
16.02	X				
16.03			16.03 (b)		16.03 (a) and (c)
16.04		X*			X
16.05					X
16.06		X			
17 – Layoffs, Staff Reductions and Recalls					X
18 – Hours of Work					
18.01		X	X	X	
18.02		X	X	X	
18.03		X	X	X	
18.04		X	X	X	

18.05			X		
18.06		X	X	X	
18.07		X	X	X	
18.08		X	X	X	
19 – Overtime		X	X	X	
20 – Shift Work		X	X	X	
21 – Paid Holidays					
21.01			X		
21.02			X		
21.03 (a) and (b)					X
21.03 (c); (d); and (e)		X	X	X	
22 – Vacations					
22.01 per 1.03 (b)(4) and 1.03 (c)		X	X	X	
22.02			X*		
22.03 per 1.03 (b)		X	X	X	
22.04			X	X	
22.05					X
22.06			X	X	
23 – Sick Leave per 1.03 (b)(3)					
23.01		X	X	X*	
23.02		X	X	X	
23.03		X	X	X	
23.04		X	X	X	
23.05					X
23.06					X
24 – Leave of Absence					
24.01		X	X	X	
24.02			X	X*	
24.03			X	X*	
24.04		X	X	X	
24.05			X		
24.06			X		
24.07			X		
24.08			X	X*	
24.09					X
24.10			X	X*	
24.11			X	X*	

24.12			X**		
24.13					X
24.14		X	X	X	
25 – Wages and Allowances					
25.01		X	X	X	
25.02		X	X	X	
25.03		X	X	X	
25.04		X	X	X	
25.05		X	X	X	
25.06			X		
25.07		X	X	X*	
25.08		X	X		
27 – Job Descriptions, Classifications & Changes to Classifications	X				
28 – Employee Benefits - per 1.03(b) and 1.03(c)					
28.01		X	X	X	
28.02		X	X		
28.03		X	X	X	
28.04		X	X	X	
28.05		X	X	X	
28.06		X	X	X	
28.07		X	X	X	
28.08		X	X	X	
28.09					X
28.10					X
28.11					X
28.12					X
28.13					X
29 – Occupational Health and Safety	X	X	X	X	
30 – Implementation of Changes	X				
31 – Contracting Out					X
37 – General					

37.01	X				
37.02		X	X	X	
37.03		X	X	X	
37.04		X	X	X	
37.05		X	X	X	
38 – Term of Agreement	X				
Schedule “A” – Wages		X	X	X	
Appendix “A” – SSW, Clerical and DRC	X*				
Appendix “B” – Drivers	X*				
Appendix “C” – Adult Retraining	X*				
Appendix “D” – Amended Indemnification Bylaw		X	X	X	
Appendix “E” – YFCs		X	X	X	
Appendix “F” – Temp EEs		X	X	X	
Appendix “G” – Memorandum of Settlement (New C/A)		X	X	X	
LOU – Returning 5/12’s of EI Premium Reduction	X				
LOU – Deferred Salary Leave					X
LOU – Temporary Worksite Closure		X	X	X*	
LOU – Strong Start Centres	X				
LOU – Alternative Work Schedules			X		
LOU – SSLIF			X		
LOU – Spring Closure Week			X		

LOU – Cleaning During Pandemics		X	X	X	
LOU – Winter Break Operations			X		
LOU – Home-Stay Coordinators			X		
LOU – Overnight SISP Field Trips			X		
LOU – Strong Start Facilitator	X				
LOU – IT Job #89 LMA	X				
LOU – Extended Health Benefits	X	X	X	X	
LOU – Pro-D Day Funding	X				
LOU – EA, IT, Clerical LMA	X				
LOU – TTOC Working as backup EA		X	X	X	

Notes to Table:

- Where the notation ‘Not applicable’ is used, it generally means that the article does not pertain to employee status and may apply to all employees. For some articles we have indicated both N/A and that it applies to temporary employees (e.g. Art. 12 and 13).
- Where an article does not apply to temporary employees, it generally applies only to continuing employees unless otherwise clearly specified.
- There are some instances in which a contract provision could apply to an on-call temporary employee; however, it would be extremely rare (e.g. Art. 24.01).
- Art. 16.04 has been designated with X\* indicating that the original intent of the article was for continuing employees; however, some aspects of this article could apply to temporary employees, such as Art. 16.04(c).

- Art 22.02 applies to temporary employees in posted positions; however, they must have sufficient time in their vacation bank to receive regular payment during Winter or Spring Breaks.
- The parties acknowledge a disagreement with respect to the application of Art. 1.03(b)(3) and Art. 23.01(a) as it applies to on-call temporary employees. While the employer maintains that an on-call employee must have physically commenced an on-call assignment before being able to access banked sick leave, the union asserts that an on-call employee only needs to be contacted by the central call-in staff to be eligible to claim sick leave.
- In Art. 24 some columns have been noted X\*, which indicates that this type of leave of absence could apply to an on-call temporary employee while that employee is currently assigned in a vacant position.
- Art 24.12 – Guidelines for partial Leaves of Absence generally does not apply to temporary employees. Exceptions would be for temporary employees in posted positions who are required by their physician to take a partial medical leave of who qualify for such a leave in accordance with the family responsibility provisions of the *Employment Standards Act*.
- Art 25.07 – *Some* on-call temporary employees in specified job classifications are entitled to be reimbursed in accordance with this article when required by OH&S regulations to wear specialized footwear.
- For the most part, Appendices “A”, “B” and “C” apply to continuing employees, however, some elements could apply to temporary employees.
- For LOU – Temporary Worksite Closure this language would apply to on-call in temporary appointments only where they had already been called and dispatched for the day in which the closure took place.

Agreed to on \_\_\_\_\_ of \_\_\_\_\_ by:

\_\_\_\_\_  
School District 63 (Saanich)

\_\_\_\_\_  
CUPE Local 441

## **APPENDIX “F”**

### **MEMORANDUM OF AGREEMENT “MoA”**

**Between**

**BOARD OF EDUCATION for SCHOOL DISTRICT No. 63  
(SAANICH)  
“Employer”**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local 441  
“Union”**

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The parties to this Memorandum of Agreement (MoA) agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

#### **Continuing Provisions of the Current Collective Agreement**

Except as provided by this MoA, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2022 will be incorporated in their entirety into the revised collective agreement between the parties.

#### **Effective Date**

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this MoA.

#### **Changes to the Revised Collective Agreement**

The July 1, 2019 – June 30, 2022 Collective Agreement will continue in force and effect until June 30, 2025 except as modified by the following:

Appendix A – 2022 Provincial Framework Agreement

Appendix B – Local Memorandum of Agreement between the Board of Education of School District *No. 63. (Saanich)* and the Canadian Union of Public Employees Local *441* dated December 15, 2022 which sets out all other agreed changes to the Collective Agreement.



## Ratification

This MoA is subject to ratification by the Board of Education for School District No. 63 (*Saanich*), the British Columbia Public School Employers' Association, and the membership of CUPE Local 441.

AGREED December 15, 2022

CUPE Local 441

Board of Education of School District  
No. 63 (Saanich)

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## **PART “A”**

### **Provincial Framework Agreement (“Framework”)**

**between**

**BC Public School Employers' Association ("BCPSEA")**

**and**

**The K-12 Presidents' Council and Support Staff Unions ("the Unions")**

BCPSEA and the Unions ("the Parties") agree to recommend the following framework for inclusion in the collective agreements between local Support Staff Unions who are members of the K-12 Presidents' Council and Boards of Education.

#### **1. Term**

July 1, 2022 to June 30, 2025

#### **2. Wages Increases**

General wage increases as follows:

July 1, 2022: \$0.25 per hour wage increase plus an additional 3.24%

July 1, 2023: 5.5% and up to 1.25% COLA adjustment

July 1, 2024: 2.0% and up to 1.0% COLA adjustment

The COLA adjustments will be the annualized average of BC CPI over twelve months per paragraph 4 below

#### **3. Wage Increase Retroactivity**

- a. Employees employed on the date of ratification who were employed on July 1, 2022 shall receive retroactive payment of wage increases to July 1, 2022.
- b. Employees hired after July 1, 2022 who were employed on the date of ratification, shall have their retro-active pay increase pro-rated from their date of hire to the date of ratification.

- c. Employees who retired between July 1, 2022 and the date of ratification, shall have their retro-active pay increase pro-rated from July 1, 2022 to date of retirement.

#### **4. COLA Adjustment**

The provincial parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after July 1, 2023 and July 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in paragraph 2 of the Provincial Framework Agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

#### **5. Public Sector Wage Increases**

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the K-12 Provincial Framework Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This paragraph 5 is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
2. For the purposes of calculating the general wage increases in paragraph 1:
  - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or

- b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.
4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This paragraph 5 will be effective during the term of the K-12 Provincial Framework Agreement.

## 6. Local Table Bargaining Money

Provide ongoing funding to the support staff local tables in the amount of:

Year	Amount	District Minimum
2022/2023	\$11,500,000	\$40,000
2023/2024	\$13,800,000	\$50,000
2024/2025	\$17,800,000	\$60,000

This money will be prorated according to student FTE providing that each district receives the district minimum amount.

The district and local must reach agreement on its use and implementation as part of their local discussions. The money may not be used for a general wage increase.

## **7. Provincial Labour Management Committee**

The parties agree to maintain a Provincial Labour Management Committee (PLMC) to discuss and problem solve issues of mutual provincial interest, including issues referred from provincial committees established under this Framework Agreement. The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

The PLMC shall not discuss local grievances or have the power to bind local parties to any decision or conclusion. This committee will not replace the existing local grievance/arbitration processes.

The parties agree that the PLMC will consist of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the Support Staff Unions. Either provincial party may bring resource people as required, with advanced notice to the other party and at no added cost to the committee.

The PLMC will meet quarterly or as mutually agreed to for the life of the 2022 Framework Agreement and agree to include Workplace Health and Safety as a standing agenda item.

## **8. Support Staff Education Committee (SSEC)**

### **Structure:**

The committee shall comprise of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. One of the CUPE appointees will be from the Non-CUPE Unions.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

### **Mandate:**

The mandate of the committee is to manage the distribution of education funds for the following:

- a) Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- b) Developing and delivering education opportunities to enhance service delivery to students;

- c) Identifying, developing and delivering education opportunities to enhance and support employee health and safety, including non-violent crisis intervention;
- d) Enable the provision of education opportunities to enhance and support the understanding, recognition and reconciliation process with Indigenous Peoples;
- e) Enable the provision of education opportunities to enhance and support equity, diversity, and inclusion as well as cultural safety;
- f) Skills enhancement for support staff;
- g) EA curriculum module development and delivery;
- h) These funds shall not be used to pay for education that Districts are required to provide under Occupational Health and Safety Regulations.

**Terms of Reference:**

The SSEC shall update, not later than January 31, 2023, the terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Labour Management Committee (PLMC).

**Funding:**

Commencing July 1, 2022, there will be \$50,000 of annual funding allocated for the purposes set out above. Commencing July 1, 2024, there will be an additional \$1,000,000 of annual funding allocated for the purposes set out above.

## **9. Safety in the Workplace**

The parties agree that prevention of violence in the workplace is of paramount importance. The parties commit to providing a healthy and safe working environment that includes procedures to minimize the risk of workplace violence, such as Individual Safe Work Instructions or equivalent and the obligation to report and investigate incidents of workplace violence.

## **10. Provincial Joint Health and Safety Taskforce**

The provincial parties will establish a Provincial Joint Health and Safety Taskforce of not more than four (4) members appointed by CUPE and four (4) members appointed by BCPSEA. Each provincial party will consider the appointment of subject matter experts in occupational health and safety. Either provincial party may bring resource people as required, with advance notice to the other party. These resource people will be non-voting and at no cost to the taskforce. Costs associated with this Taskforce will be provided from existing SSEAC funds.

The Provincial Joint Health and Safety Taskforce will:

- a) develop Terms of Reference to support training on the 2021 Workplace Violence Prevention Toolkit and the joint health and Safety Evaluation Tool;
- b) support the Support Staff Education Committee (SSEC) in the development of training related to the 2021 Workplace Violence Prevention Toolkit;
- c) provide a joint communication on the availability of training related to the 2021 Workplace Violence Prevention Toolkit for all Occupational Health and Safety Committees;
- d) review and update as required the Joint Health and Safety Evaluation Tool resulting from the 2019-2022 Provincial Framework Agreement;
- e) provide the reviewed Joint Health and Safety Evaluation Tool to each school district and local union;
- f) Identify and share best practices for the development of Individual Safe Work Instructions or equivalent.

## **11. Job Evaluation**

The work of the provincial job evaluation steering committee (the JE Committee) will continue during the term of this Framework Agreement. The objectives of the JE Committee are as follows:

- Review the results of the phase one and phase two pilots and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Gather data from all school districts and match existing job descriptions to the provincial benchmarks.
- Identify the job hierarchy for local job descriptions for all school districts.
- Compare the local job hierarchy to the benchmark-matched hierarchy.
- Develop a methodology to convert points to pay bands - The confirmed method must be supported by current compensation best practices.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

Once the objectives outlined above are completed, the JE Committee will mutually determine whether a local, regional or provincial approach to the steps outlined above is appropriate.

It is recognized that the work of the committee is technical, complicated, lengthy and onerous. To accomplish the objectives, the parties agree that existing JE funds can be accessed by the JE committee to engage consultant(s) to complete this work.

It is further recognized that this process does not impact the established management right of employers to determine local job requirements and job descriptions nor does this process alter any existing collective agreement rights or established practices.

When the JE plan is ready to be implemented, and if an amendment to an existing collective agreement is required, the JE Committee will work with the local School District and Local Union to make recommendations for implementation. Any recommendations will also be provided to the Provincial Labour Management Committee (PLMC).

As mutually agreed by the provincial parties and the JE Committee, the disbursement of available JE funds shall be retroactive to January 2, 2020-

The committee will utilize available funds to provide 50% of the wage differential for the position falling the furthest below the wage rate established by the provincial JE process and will continue this process until all JE fund monies at the time have been disbursed. The committee will follow compensation best practices to avoid problems such as inversion.

The committee will report out to the provincial parties regularly during the term of the Framework Agreement. Should any concerns arise during the work of the committee they will be referred to the PLMC.

Create a maintenance program to support ongoing implementation of the JE plan at a local, regional or provincial level. The maintenance program will include a process for addressing the wage rates of incumbents in positions which are impacted by implementation of the JE plan.

The provincial parties confirm that \$4,419,859 of ongoing annual funds will be used to implement the Job Evaluation Plan.

Effective July 1, 2022, there will be a one-time pause of the annual \$4,419,859 JE funding. This amount has been allocated to the local table bargaining money. The annual funding will recommence July 1, 2023.



## **12. Committee Funding**

There will be a total of \$150,000 of annual funding allocated for the purposes of the Support Staff Education Committee, the Provincial Labour Management Committee and the Provincial Joint Health and Safety Committee.

## **13. Public Education Benefits Trust**

- a. PEBT Annual Funding Date: The established ongoing annual funding payment of \$19,428,240 provided by the Ministry of Education will continue to be made each April 1. This payment shall be made each April 1 of the calendar year to provide LTD and JEIS benefits in accordance with the Settlers Statement on Accepted and Policy Practices of the PEBT.
- b. The Parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The Parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.
- c. Sick leave and JEIS eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

## **14. Benefits**

- a. Effective July 1, 2023, provide \$3 million dollars as ongoing annual funding to explore enhancements to the Standardized Extended Health Plan, including dental coverage, counselling and other improvements to benefits.

A one-time joint committee of up to four representatives appointed by BCPSEA and up to four representatives appointed by support staff unions will determine the enhancements to be implemented.

Any residual from the benefits standardization will be allocated to the Job Evaluation Fund.

- b. Effective July 1, 2023, provide \$1,000,000 one-time money to the PEBT to be utilized for addiction treatment support programs. The PEBT will determine appropriate terms of use for accessing the funds which will include, but not be limited to: priority access for support staff employees (vs. School Districts), treatment cost considerations, and relapse response.

## **15. Production of Local Collective Agreements**

BCPSEA commits to providing a draft 2022 local collective agreement which includes all negotiated updates, within 30 days of ratification by the local parties. The draft collective agreement will be provided in editable format with changes tracked for the local parties to review.

## **16. Demographic, Classification and Wage Information**

BCPSEA agrees to coordinate the accumulation and distribution of demographic, classification and wage data, as specified in the Letter of Understanding dated December 14, 2011, to CUPE on behalf of Boards of Education. The data currently housed in the Employment Data and Analysis Systems (EDAS) will be the source of the requested information.

## **17. Unpaid Work**

In accordance with the *Employment Standards Act*, no employee shall be required or permitted to perform unpaid hours of work.

## **18. Education Assistant Credential Standardization**

Should the Ministry of Education initiate discussions regarding standardized credentials for Education Assistants, the provincial parties will each send a letter to request participation in the process.

## **19. Provincial Framework Bargaining 2025**

The Parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding to the K-12 Presidents Council to facilitate the next round of provincial bargaining. \$250,000 will be allocated as of July 1, 2023.

## **20. Provincial Dispute resolution**

The provincial parties may mutually agree to refer a dispute under Provincial Framework Agreement to final and binding arbitration.

## **21. Funding**

Funding for the Provincial Framework Agreement will be included in operating grants to Boards of Education.

## **22. Employee Support Grant**

The Parties agree to the principle that Support Staff union members who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout will be compensated in accordance with the letter of agreement in Appendix A.

## **23. Adoption of the Provincial Framework Agreement**

The rights and obligations of the local parties under this Provincial Framework Agreement are of no force or effect unless the collective agreement has been ratified by both parties no later than January 25, 2023, or a later date as established by the provincial parties if the local parties are engaged in mediation.

Dated this 15th day of September, 2022.

The undersigned bargaining representatives agree to recommend this letter of understanding to their respective principals.

### **K-12 Presidents' Council and Support Staff Unions**

"Paul Simpson"

"Justin Schmid"

"Kirsten Daub"

"Jeff Virtanen"

"Gray Boisvert"

"Tammy Carter"

"Michelle Bennett"

"Patti Pocha"

### **BC Public School Employers' Association**

"Leanne Bowes"

"Bruce Anderson"

"Alan Chell"

"Kyle Uno"

"Tammy Sowinsky"

"Rae Yu"

"Richard Per"

"Ken Dawson"

“Denise Bullock”

“Nancy Brennan”

“David Bollen”

“Eric Harvey”

“Monica Brady”

“Alex Dounce”

“Warren Williams”

“Tim DeVivo”

“Jane Massy”

“Amber Leonard”

“Jason Franklin”

“Christina Forsyth”

“Tammy Murphy”

“Jeannette Beauvillier”

“Daun Frederickson”

“Tracey O’Hara”

“Katarina DiSimo”

## **Provincial Framework Agreement – Appendix A**

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

The CUPE K - 12 Presidents’ Council and Support Staff Unions (“the Unions”)

### **Re: Employee Support Grant (ESG) after June 30, 2022**

This Employee Support Grant (ESG) establishes a process under which employees covered by 2022 – 2025 collective agreements between Boards of Education and the Unions shall be entitled to recover wages lost as a result of legal strike activity by the BC Teachers’ Federation (“BCTF”) or lockout by BCPSEA after June 30, 2022.

1. The ESG will be available provided that:
  - a. A board and local union have a collective agreement which has been ratified by both parties no later than January 25, 2023 and,
  - b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.
2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.
3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:
  - a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.
  - b. The residual 25% of the employees’ base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.
4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled

hours for which the employee has not otherwise been paid as a result of strike or lockout.

5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on 15<sup>th</sup> September, 2022 by:

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BCPSEA  
Leanne Bowes

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K-12 Presidents' Council  
Paul Simpson

## **PART “B”**

### **Local Memorandum of Agreement**

The parties agree to the following changes to the July 1, 2019 – June 30, 2022 local Collective Agreement between the Board of Education of School District No. 63 (Saanich) and CUPE Local 441.

Each signed off item is attached for reference.

<u>Article</u>	<u>Item</u>
1.03	Amend – Temporary Employee Benefits: Addition of 2% in lieu of extended health and dental benefits commencing July 1, 2024.
4.02	Amend – Sexual Harassment: Amend language to clarify definitions and process for reporting.
9.03	Amend – Meeting of Committee: Increase in meeting frequency from three (3) to five (5) times per year.
16.01	Amend – Posting Vacancies: Amend posting process to remove physical copies of postings to physical bulletin boards as of July 1, 2024 (all postings will continue to be placed on the district website leading up to and following this change).
18.06	Amend – Rest Breaks: Amend to clarify rest breaks should not be attached to the start or end of the lunch break.
18.09	New – School Support Workers: Add language into collective agreement from LOU #3 (and subsequently delete LOU).
19.05	Amend – Trades Overtime: Housekeeping changes associated with revised job numbers.
20.01	Amend – Shift Work: Increase the allocation provided for shift work.
20.03	Amend – Bus Driver Split Shift Differential: Increase the allocation for split shift differential.
21.01	Amend – Paid Holidays: Include Truth and Reconciliation Day.
24.07	Amend – Maternity and Parental Leave: Housekeeping changes to reflect changes adopted within the <i>Employment Standards Act</i> .
24.08	Amend – Family Emergency Leave: Change language from two times per year to two days per year.

- 24.15 New – Cultural Leave for Indigenous Employees: Include two (2) days of cultural leave per year for employees who hold Indigenous Ancestry.
- 25.04 Amend – Mileage Allowance: Commencing July 1, 2023 align mileage allowance with CRA maximum rates.
- 25.06 Amend – Trades Certification Allowance: Increase allocation when employees hold certain certifications.
- 25.07 Amend – Footwear Allowance: Commencing January 1, 2023 increase allowance allocated.
- Appendix “X” New – Entitlements of Temporary Employees: A guideline outlining the rights, benefits and entitlements of temporary employees.
- Appendix “X” New – Youth and Family Counsellors: Move language with housekeeping changes from LOU#5 into the Collective Agreement under new Appendix.
- Appendix “X” New – Time Lost Through Injury/WCB Leave: New Appendix which includes language originally contained under LOU #9 as well as a settlement agreement dated January 19, 2021 previously reached between the parties.
- LOU#0 Delete – Letter of Understanding re: SIA Funding
- LOU #1 Renew – Returning Five-Twelfths of the Premium Reduction for Employment Insurance to Employees
- LOU#2 Renew – Deferred Salary Leave
- LOU#3 Delete – Letter of Understanding re: School Support Workers (moved to Article 18.09)
- LOU#4 Delete – Custodial Positions
- LOU#5 Delete – Youth and Family Counsellors (moved under a new Appendix)
- LOU#6 Delete – Pay Equity and Final Wage Increase
- LOU#7 Renew – Article 24.10 Temporary Work Site Closure
- LOU#8 Renew – Strong Start Centres
- LOU#9 Delete – Article 37.04 Time Lost Through Injury/WCB Leave (moved under a new Appendix)
- LOU#10 Renew – Alternative Work Schedules
- LOU#11 Renew – Spring Closure Week
- LOU#12 Renew – Organization of Custodial Coverage to Ensure Appropriate Cleaning During Pandemic Such as H1N1 Flu



LOU#13	Delete – Article 4.02(a) and 4.02(b): Moved under Article 4.02 in the Collective Agreement.
LOU#14	Renew – Winter Break Operations
LOU#15	Renew – Home Stay Coordinators
LOU#16	Delete – Application of Article 19.02 Call Back Time and 19.03 – Overtime for Bus Drivers
LOU#17	Renew – Hours of Work - Strong Start Facilitator
LOU#18	Renew – 2022-2023 Support Staff Learning Improvement Fund (SSLIF)
LOU#19	Renew – Labour Market Adjustment – Job #89 Programmer Analyst/Systems Administrator
LOU#20	Renew – Overnight SISP Field Trips
LOU#21	Delete – Recruitment and Retention Committee and Labour Management Meetings (amendment made to Article 9.03 increasing frequency of the Labour Management Meetings)
LOU#22	Delete – Relationship Enhancement Programs
LOU#23	Delete – Unallocated JE Funds
LOU#24	Delete – Employee Strike Support After June 30, 2019 (language contained in PFA)
LOU#25	Renew – TTOC's Working as Back-up Education Assistants On-Call
LOU "X"	New – Extended Health Benefits: LOU outlining the commitment of the parties to explore a membership vote and potential adoption of the Provincial Education Benefits Trust (PEBT) Standardized Plan.
LOU "X"	New – Labour Market Adjustments: LOU that outlines local funding allocation (with commencement dates) provided to the Maintenance Supervisor as well as employees within the Education Assistant, Information Technology and Clerical classifications.
LOU "X"	New – Professional Development Funding: LOU that commits a portion of the local funding allocation to an increase in Professional Development Day funding under Article 24.06(b).
LOU "X"	Employment Equity – Employees with Indigenous Ancestry

Agreed December 15, 2022

CUPE Local 441

Board of Education of School District  
No. 63 (Saanich)

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## **APPENDIX G**

### **RE: YOUTH AND FAMILY COUNSELLORS**

The parties agree that the following conditions apply to the Youth and Family Counsellor positions

1. The Youth and Family Counsellors are covered by the Collective Agreement with the exception of:
  - Article 18 Hours of Work
  - Article 19 Overtime
  - Article 20 Shift Work
  - Article 24.05 Professional development fund
  - Article 24.06 Professional development days
  - Article 24.10 Temporary work site closure
  - Article 25.01 Wages
  - Article 25.04 Mileage allowance
2. Articles 18, 19, 20, 24.05, 24.06, 24.10 shall be replaced by the following for the Youth and Family Counsellors:
  - (a) Youth and Family Counsellors are salaried employees of the School District who set their own schedules in consultation with the School District so that they can discharge their duties as reasonably assigned under their job description.
  - (b) The annual salary established for the Youth and Family Counsellors covered by this agreement shall be payable in respect of their regular work year.
  - (c) Regular Work Year:
    - (i) The regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year excluding Saturdays and Sundays, paid holidays (pursuant to Article 21.01), Christmas break and Spring break. If the last Friday in June falls on or before June 25 the regular work year will end on June 30.
    - (ii) The first day of Christmas break shall be on the Monday proceeding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Saturday or Sunday, then school shall reopen on the following Tuesday.

- (iii) The first day of Spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.
  - (d) The regular work year for Youth and Family Counsellors shall include no fewer than six (6) non-instructional days for professional development and an allotment of three hundred dollars (\$300) per Youth and Family Counsellor for professional development activities, details to be discussed with their supervisor.
  - (e) If an emergent situation requires a Youth and Family Counsellor or if the Superintendent or designate requires a Youth and Family Counsellor to work on any day beyond the days in session as defined in (b) and (c) above, such work shall be voluntary. Such Youth and Family Counsellor will be paid at  $\frac{1}{200}$  of the Youth and Family Counsellor annual salary or be granted equal time off in lieu. The option shall be selected by the Youth and Family Counsellor at the time of the request.
- 3. Article 25.01 shall be replaced with the following:  
Youth and Family Counsellors shall be paid an annual salary and be reflected in Schedule "A" as Job number 77. The incumbent Youth and Family Counsellor positions that are assigned student monitor time will be paid at Job 49 hourly rate in addition to the annual salary.
- 4. Article 25.04 shall be replaced by the following for the Youth and Family Counsellors:  
Youth and Family Counsellors shall be required as a condition of employment to provide a vehicle to perform their duties. The School District shall pay the difference between to and from work and business insurance and a mileage allowance pursuant to the Board's policy as well as any parking fees incurred in the performance of their duties.

Dated this 12<sup>th</sup> day of March 2007  
Re-signed the 29<sup>th</sup> day of February, 2012  
Re-signed the \_\_\_\_ day of \_\_\_\_\_, 2015  
Re-signed the 5<sup>th</sup> day of June, 2019

**FOR THE BOARD:**

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Chair  
Board's Bargaining Committee  
Committee

**FOR THE UNION:**

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Chair  
CUPE Local 441, Negotiating

## APPENDIX H

Between

Saanich Schools



BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 63 (SAANICH)

And



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)

### **RE: ARTICLE 37.04 TIME LOST THROUGH INJURY/WorkSafe BC LEAVE**

This appendix intends to summarize the payroll processing for Article 37.04 Time Lost Through Injury/WCB Leave and will when wage loss reimbursement is recognized by WCB. This appendix outlines the process from the date of injury to the date that wage loss is no longer approved by WorkSafe BC.

#### Continuing Employees and Temporary Employees in Posted Positions

1. From the date of injury until WorkSafe BC approves reimbursement of wage loss, the employee will access Article 23(a) sick leave or if the employee has no sick leave bank, upon request employees may access their vacation and/or lieu banks. Otherwise Article 24.09(a) medical leave without pay will apply. Payroll will be processed according to those articles.
2. Once WorkSafe BC recognizes the injury for wage loss, Article 37.04 will apply as follows:
  - (a) Any sick leave used to pay the employee for wage loss recognized by WorkSafe BC will be reimbursed pursuant to Article 37.04(a) to the employee's sick leave bank.
  - (b) Any banked holiday and/or lieu time used to pay the employee for wage loss recognized by WorkSafe BC will be reimbursed to the appropriate bank of the employee.
  - (c) The payroll department will calculate an average net pay for the employee and will process this net pay on regular pay dates from the date WorkSafe BC recognizes wage loss until WorkSafe BC terminates wage loss reimbursements pursuant to Article 37.04(b).
  - (d) Any payment made by the employer for WorkSafe BC time off after WorkSafe BC terminates the wage loss pay will be charged to the employee's sick leave account pursuant to Article 23(a) or if the employee

has no sick leave bank will be considered medical leave without pay which will be recovered in the following pay period(s).

### Temporary On-Call Employees

1. From the date of injury until WorkSafe BC approves reimbursement of wage loss, Temporary On-Call employees may, pursuant to the Collective Agreement:
  - a. Access accrued sick leave if they are in an on-call assignment as required by Article 1.03 (b)(3); and
  - b. To the extent they have any accrued vacation pursuant to Article 1.03 (b) and (c), access that accrued vacation regardless of whether or not they are in an on-call assignment; and
  - c. To the extent they have any accrued overtime pursuant to Article 19.01, access that accrued overtime regardless of whether or not they are in an on-call assignment.
2. Once WorkSafe BC recognizes the injury for wage loss, Article 37.04 will apply as modified below:
  - a. Any sick leave used to pay the Temporary On-Call employee for wage loss recognized by WorkSafe BC under Article 1(a) above will be reimbursed pursuant to Article 37.04(a) to the employee's sick leave bank.
  - b. Any accrued vacation and/or overtime used to pay the Temporary On-Call employees for wage loss recognized by WorkSafe BC under 1(b) and (c) above, will not be reimbursed to the employee's bank provided, however, that any vacation or overtime funds received by the employee pursuant to this article will not be deducted from any funds received by the Employer from WorkSafe BC with respect to the wage loss claim. In the event WorkSafe BC determines that vacation and/or overtime payments are deemed to be deductible from wage loss compensation, the Employer will reimburse the employee's vacation and/or lieu bank, as applicable.
  - c. Article 37.04 (first paragraph) and 37.04(b) are modified insofar as it pertains to Temporary On-Call employees so that the payroll department will calculate the amount anticipated to be paid by WorkSafe BC in the wage loss claim using the earnings reported on the Form 7 and will process this pay on regular pay dates from the date WorkSafe BC recognizes wage loss until the WorkSafe BC monies are received by the Employer in respect of the claim. At that point, any adjustment required to reconcile money paid by the Employer with the amount WorkSafe BC has determined is payable, will occur through payroll and on future paydays. After that point, the Temporary On-Call employee will be paid the amount received by the Employer in respect of the claim.
  - d. All monies received by a Temporary On-Call employee by way of compensation for loss of wages under the Workers Compensation Act shall be paid to the Employer in accordance with Article 37.04 (b).

- e. The remaining provisions of Article 37.04 not already referred to and/or modified above will apply to Temporary On-Call employees.

This letter shall remain in effect for the term of the Collective Agreement and is subject to the grievance procedure.

Re-signed the 5<sup>th</sup> day of June, 2019

**FOR THE BOARD:**

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Chair  
Board's Bargaining Committee  
Committee

**FOR THE UNION:**

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Chair  
CUPE, Local 441, Negotiating



## LETTER OF UNDERSTANDING NO. 1

Between



BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 63 (SAANICH)

And



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)

### **RE: RETURNING FIVE-TWELFTHS OF THE PREMIUM REDUCTION FOR EMPLOYMENT INSURANCE TO EMPLOYEES**

The Premium Reduction program allows employers who have qualified short-term disability plans for their employees to pay employment insurance premiums at a reduced rate. School District No. 63 (Saanich) currently receives a reduced rate. As an employer we must ensure that employees covered by the plan benefit from five-twelfths ( $\frac{5}{12}$ ) of this reduction.

The parties agree that the method to be used to return the employees' portion of the reduction will be to pay that amount to CUPE Local 441 twice yearly in January and July.

This letter shall remain in effect for the term of the Collective Agreement and is subject to the grievance procedure.

Dated this 12<sup>th</sup> day of March 2007  
Re-signed the 29<sup>th</sup> day of February, 2012  
Re-signed the \_\_\_\_ day of \_\_\_\_\_, 2015  
Re-signed the 30<sup>th</sup> day of April, 2019  
Re-signed the 28<sup>th</sup> day of November, 2022

Original LOU Document signed by:

**FOR THE BOARD:**

**FOR THE UNION:**

\_\_\_\_\_  
Robyn Reid  
School District 63

\_\_\_\_\_  
Nola Welsh  
CUPE Local 441

## LETTER OF UNDERSTANDING NO. 2

Between

Saanich Schools



BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 63 (SAANICH)

And



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)

### **RE: DEFERRED SALARY LEAVE**

The parties agree to strike a joint committee of no more than two (2) representatives each, to meet and report its recommendations to the parties within one hundred and five (105) days of the ratification of the Collective Agreement.

The recommendations will describe how the parties will implement a deferred salary leave plan consistent with Revenue Canada rules for the members of CUPE Local 441. Packages of information and application forms are available at the School Board Office.

This letter shall remain in effect for the term of the Collective Agreement and is subject to the grievance procedure.

Dated this 12<sup>th</sup> day of March 2007

Re-signed the 29<sup>th</sup> day of February, 2012

Re-signed the \_\_\_\_ day of \_\_\_\_\_, 2015

Re-signed the 30<sup>th</sup> day of April, 2019

Re-signed the 28<sup>th</sup> day of November, 2022

Original LOU Document signed by:

**FOR THE BOARD:**

**FOR THE UNION:**

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Robyn Reid  
School District 63

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Nola Welsh  
CUPE Local 441

## LETTER OF UNDERSTANDING NO. 3

Between

Saanich Schools



BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 63 (SAANICH)

And



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)

### **RE: ARTICLE 24.10 TEMPORARY WORK SITE CLOSURE**

When the Board approves a temporary work site closure due to unforeseen circumstances and does not require the employee's services, employees will be informed through the media and the district web site as soon as possible to avoid the employee traveling to work. The Director of Facilities or designate will contact by 0515 hours those CUPE Physical Plant employees who are scheduled to work for 0600 hours or earlier to make arrangements for delaying, altering or cancelling their work schedule for the day. Pay for the temporary closure day will be pursuant to Article 24.10 (a) and/or (b).

On the first day of any closure, for employees whose service is required on a temporary work site closure, the employee will be paid pursuant to Article 24.10(a) and/or (b). In addition, the employee will be provided with time off in lieu for time worked. Article 19.01 will apply to determine if any of the time worked is calculated as overtime. The employee and employer can mutually agree to pay for the time worked rather than time off in lieu. For further days of closure the employee will be paid for any time required to work, and Article 19.01 will apply to determine if any of the time worked is at overtime rates.

This letter shall remain in effect for the term of the Collective Agreement and is subject to the grievance procedure.

Dated this 12<sup>th</sup> day of March 2007

Re-signed the 29<sup>th</sup> day of February, 2012

Re-signed the \_\_\_\_ day of \_\_\_\_\_, 2015

Re-signed the 5<sup>th</sup> day of June, 2019

Re-signed the 28<sup>th</sup> day of November, 2022

Original LOU Document signed by:

**FOR THE BOARD:**

**FOR THE UNION:**

---

Robyn Reid  
School District 63

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Nola Welsh  
CUPE Local 441

## **LETTER OF UNDERSTANDING NO. 4**

Between



BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 63 (SAANICH)

And



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)

### **RE: STRONG START CENTRES**

Following a successful pilot year in 2007/08 for the Strong Start Centre at Sidney Elementary School and the strong partnership that has developed with Beacon Community Services for the operation of the Centre, this Centre will continue to be operated under contract with Beacon. If at any time, the partnership between Beacon Community Services and the School District ceases, this Centre will be staffed by members of CUPE Local 441.

Effective September, 2008, all other strong start centres will be staffed by members of CUPE Local 441. Terms and conditions of employment will be negotiated to ensure appropriate operation of the Centre.

This letter shall remain in effect for the term of the Collective Agreement and is without prejudice to the articles of the agreement.

Dated this 23<sup>rd</sup> day of June, 2008  
Re-signed the 29<sup>th</sup> day of February, 2012  
Re-signed the \_\_\_\_ day of \_\_\_\_\_, 2015  
Re-signed the 30<sup>th</sup> day of April, 2019  
Re-signed the 28<sup>th</sup> day of November, 2022

Original LOU Document signed by:

**FOR THE BOARD:**

**FOR THE UNION:**

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Robyn Reid  
School District 63

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Nola Welsh  
CUPE Local 441

## LETTER OF UNDERSTANDING NO. 5

Between

Saanich Schools



BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 63 (SAANICH)

And



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)

### **RE: Alternative Work Schedules**

During collective bargaining in 2011 and early 2012, the Employer and the Union negotiated a Letter of Understanding that would allow the parties to engage in trials of Alternative Work Schedules (AWS) by groups of employees in departments and/or locations where such schedules are desired by the affected employees, can be shown to be operationally feasible, where there would be no resultant cost increases to the Employer, and where WorkSafe BC's Occupational Health and safety regulations are not violated.

This Letter of Understanding documents the guidelines and parameters that the parties agree will be followed in establishing, implementing and operating Alternative Work Schedules (AWS) during trial projects for education assistants, clerical and information technology employees at the School Board Office (SBO), the Saanich International School Program (SISP) and South Island Distance Education School (SIDES).

1. An AWS, sometimes referred to as a compressed work schedule or compressed work week, is different than flex time or a flexible work schedule. Flex time refers specifically to the ability to start and end a daily work schedule at non-standard times while still working the normal daily hours and the number of days in a specified period. An AWS is an arrangement in which an employee or group of employees work additional time each day in order to facilitate having an extra period of time off during a specified period; e.g. working 9 slightly longer days and having a day off in every two week period.
2. An approved AWS may be implemented for an employee or a group of employees for a specified period of time subject to the following requirements:
  - a. Service levels will be maintained to students, employees and the public within the school district.
  - b. There will be no increase in costs to the school district or loss of benefits to employees as a result of an AWS.
  - c. Safety and security will be maintained and cannot be jeopardized by the existence of an AWS.

- d. An AWS will only be agreed to when the absence from work by the employee(s) does not require additional replacement staff and operational needs are met.
  - e. The AWS for the employee(s) is approved by the appropriate manager or administrator.
  - f. An AWS by one employee or group of employees will not adversely affect the work of others.
  - g. Lunch breaks and coffee break periods will not be compromised to create an AWS.
  - h. An AWS must commence at the start of a pay period and, if terminated, finish at the end of a pay period.
  - i. In the event that a vacancy occurs in a position for which an AWS is in place, the AWS agreement for the vacated position will end and the position vacancy will be posted with the normal work schedule.
  - j. Participation in an AWS will be voluntary and will be agreed to in writing for a specified period of time of at least two months by the administrator or manager and the affected employee(s) and will be filed with the Manager of Human Resources and the President of CUPE Local 441
  - k. An AWS may be terminated by any of the parties on one months' notice or sooner by mutual agreement.
3. An AWS will not reduce the scheduled hours of any employee.
  4. The overtime provisions of Article 19 apply to the AWS for all hours in excess of an employee's regular hours as designated within the AWS. Additional time worked and banked for purposes of the 2013 Spring Closure Week is not overtime in accordance with Letter of Understanding No. 19.
  5. Given that employees covered by an AWS will be paid for their normal work hours in each pay period, time off for other purposes such as vacation, sick leave, approved WCB claims and other types of paid leaves of absence will be recorded and paid according to the employee's normal (i.e. non-AWS) daily hours. Any extra time not worked in pay periods that include a statutory holiday will be made up by arrangement between the employee(s) and the manager/administrator.
  6. In pay periods in which there are two or more statutory holidays or other scheduled non-instructional or non-work days, the AWS will not be worked during that pay period and the employees will work their regular work schedule.
  7. Unforeseen issues arising out of the application and administration of this Letter of Understanding will be addressed in a timely manner and resolved by the Board and the Union in a mutually satisfactory manner. Unresolved issues will be subject to resolution through the grievance process pursuant to Articles 12 and 13.

This letter shall remain in effect during the term of this Collective Agreement or as otherwise mutually agreed by the parties and is without prejudice and precedent to the parties and to the articles of the collective agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2015

Re-signed the 5<sup>th</sup> day of June, 2019

Re-signed the 28<sup>th</sup> day of November, 2022

Original LOU Document signed by:

**FOR THE BOARD:**

**FOR THE UNION:**

---

Robyn Reid  
School District 63

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Nola Welsh  
CUPE Local 441



## LETTER OF UNDERSTANDING NO. 6

Between

Saanich Schools



BOARD OF EDUCATION  
OF SCHOOL DISTRICT NO. 63 (SAANICH)

And



CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)

### **RE: SPRING CLOSURE WEEK 2023**

This Letter of Understanding documents the agreements between the parties to accommodate an additional five-day school and School Board Office closure in the spring of 2023 from March 27<sup>th</sup> – 31<sup>st</sup> that will immediately follow Spring Break, which is scheduled for March 20<sup>th</sup> – 24<sup>th</sup>, 2023.

#### WHEREAS:

- A. Historically the Spring Break in the Saanich School District has been for a period of one week.
- B. The Board of Education has passed a motion that will result in the School District closing schools and facilities for a period of two weeks in the 2022-2023 school year.
- C. The Union is concerned that its members will either be required to take vacation or to take a leave of absence without pay during the extended spring break, resulting in a loss of income.
- D. The Parties wish to reduce or eliminate the impact on CUPE employees by permitting employees to work extra time throughout the school year in order to take the extra week of spring break without loss of income.
- E. The Parties have reached an agreement setting out how this will be accomplished.

#### THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. All continuing and temporary employees in posted positions during the 2022-2023 school year, subject to paragraph 2 below, will participate in this Agreement and work additional time daily to allow them to be paid their regular pay during the closure week of March 27<sup>th</sup>- March 31<sup>st</sup>, 2023.
- 2. Employees in posted positions will be allowed to decide not to participate in this LOU, subject to the approval of their school principal or manager, on a one-time only basis by signing and returning a form (to be provided) up to, but no later than 4:00 p.m. on September 18<sup>th</sup>, 2022. Such employees who opt out will be required to use vacation and/or banked overtime in order to be paid for the period

March 27th- March 31st, 2023 or they may elect to take time off without pay. If a signed form is not received by this date, employees will automatically be enrolled with no further provision for opting out. Any time accumulated prior to opting out will be paid out or transferred to employees' overtime banks at straight time rates.

3. All schools will be increasing their instructional day by 8 minutes per day throughout the school year to accommodate the reduction of 5 school days in March. The 2013-14 school year was the first time the closure week was instituted. At that time 8 minutes were added to each instructional day to accommodate for 5 closure days to what was the 2012-13 bell schedule.
4. Participating employees will work and accumulate their additional time during the available 39 weeks of instruction during the 2022-2023 school year excluding Summer Break, Christmas Break, Spring Break and Spring Closure.
5. Appendix A support staff (Clerical and School Support Workers), District Courier and Appendix B staff (Bus Drivers) in posted positions will work additional time based on their regular number of assigned weekly hours to achieve the required number of hours to receive uninterrupted pay for the Spring Closure week (see Attachment A at the end of this LOU).

Grounds, Maintenance, Data Services and Custodial employees in posted 40 hour per week positions will work 15 minutes per day of additional time from September 6<sup>th</sup>, 2022 to May 12<sup>th</sup>, 2023 excluding Summer Break, Christmas Break, Spring Break and Spring Closure.

6. For the purposes of this Agreement, it will be assumed that an employee has worked the additional required time when the employee is absent on the following types of approved leave: vacation, sick leave, unpaid medical leave of up to two months duration, family emergency, compassionate care, jury duty, temporary work site closures pursuant to Article 24.10, time on an approved WCB claim and full-day leaves for union business.
7. When an employee commences working in a posted position after the commencement of the school year and before spring closure week, their pay for the closure week will be prorated such that the employee will be credited for any partial or full month worked in the posted position. One-half day (prorated to the employee's weekly hours) will be deducted for any prior month in which the employee did not work at all in the posted position. For example, if an employee commences work in a posted position at any time during November, he/she will receive credit for the month of November and one day's pay will be deducted for the time not worked in September and October.
8. Similarly, employees who resign, are terminated or otherwise leave the School District after the spring closure week, but before June 30<sup>th</sup>, 2023 will have one

half day deducted from their pay in June for each calendar month in which the employee did not work.

9. Employees who resign, are terminated otherwise leave the School District prior to the closure week will be paid for all additional time that has been accumulated in their bank.
10. Pay for the spring closure week will be paid based on employees' rate of pay and assigned hours at the start of spring break.
11. Accumulated time will only be used to provide the employee with pay during the spring closure week, unless.
  - a. The employee resigns or is terminated prior to the spring closure week;  
or
  - b. The employee is on an approved leave of absence over the dates of the spring closure week.
12. The overtime provisions of Article 19 will not apply for additional time worked in connection with this Letter of Understanding. All extra time will be accumulated at straight time rates.
13. Employees who are not in posted positions and are working on-call will not accumulate additional time in order to be paid during the closure week. These employees will be paid for all hours worked during each two-week pay period, including any additional hours required as a result of the changes to the instructional day. An on-call employee who is replacing an employee will not necessarily work the additional minutes of the replaced employee unless he/she is providing direct service to students and is required by the supervisor to work the additional minutes.
14. The actual schedules that employees will work to facilitate the accumulation of sufficient time during the school year will be determined by the school principal or department manager in consultation with the employee.
15. Unforeseen issues arising out of the application and administration of this Letter of Understanding will be addressed in a timely manner and resolved by the Board and the Union in a mutually satisfactory manner.

This Letter of Understanding applies only to the 2022-2023 school year.

Dated this 7 day of Sept 2022

Original LOU Document signed by:

**FOR THE BOARD:**

Robyn Reid  
School District 63

**FOR THE UNION:**

Nola Welsh  
CUPE Local 441

Saanich Schools



**LETTER OF UNDERSTANDING NO. 6 – ATTACHMENT A**

**RE: LOU #6, ARTICLE #5 FOR: CLERICAL, SCHOOL SUPPORT WORKERS, EA's, DISTRICT COURIER AND BUS DRIVERS**

Appendix A support staff (Clerical and School Support Workers), District Courier and Appendix B staff (Bus Drivers) in posted positions will work additional time based on their regular number of assigned weekly hours to achieve the required number of hours to receive uninterrupted pay for the Spring Closure week.

Support staff in the above posted positions shall work the additional minutes listed below from September 6, 2022 to June 29, 2023, excluding Summer Break, Christmas Break, Spring Break and Spring Closure.

**Schedule of Additional Daily Time Requirements**

<b>Employee's Weekly Assigned Hours</b>	<b>Daily Minutes Based on a 5-day Week</b>
40	12
35	11
30	9
27.5	8
25	8
22.5	7
20	6
15	5
10	3
5	2

**RE: LOU #11, ARTICLE #5 FOR: GROUNDS, MAINTENANCE, DATA SERVICES  
AND CUSTODIAL EMPLOYEES**

Grounds, Maintenance, Data Services and Custodial employees in posted 40 hour per week positions will work 15 minutes per day of additional time from September 6<sup>th</sup>, 2022 to May 12<sup>th</sup>, 2023 excluding Summer Break, Christmas Break, Spring Break and Spring Closure.

## LETTER OF UNDERSTANDING NO. 7

Between

Saanich Schools



BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 63 (SAANICH)

And



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)

### **RE: ORGANIZATION OF CUSTODIAL COVERAGE TO ENSURE APPROPRIATE CLEANING DURING PANDEMIC SUCH AS H1N1 FLU**

The parties agree to meet before this letter of agreement is implemented at any time. It is important to avoid the closure of schools for health and safety reasons if custodians are absent due to illness caused by a pandemic such as H1N1 flu.

The parties have agreed that during a pandemic such as H1N1 there may be an emergent situation where greater than twenty-five percent (25%) over and above the normal absenteeism rate for other reasons of the total custodial staff is absent due to illness as a result of the pandemic. In this extraordinary circumstance the following protocol will be used:

1. Interventions to ensure our schools are clean and healthy in priority/sequential order:
  - a. Utilize all staff available for replacement of absent staff including both the pooled posted positions and casual replacement lists pursuant to Article 11.01; and if not adequate
  - b. Reassign custodian resources between schools on a day-by-day basis; and if not adequate
  - c. Reassign other qualified staff on a voluntary basis for a short term. These staff will be paid either custodial rate of pay or their regular rate of pay whichever is greater.
2. If unable to fully address cleaning during the week, utilize overtime on weekends to “catch up”. The District will utilize Letter of Understanding No. 8 to assign the overtime.

This Letter of Agreement is without prejudice and shall remain in effect for the period of this Collective Agreement and is subject to the grievance procedure.

Re-signed the 30<sup>th</sup> day of April, 2019  
Re-signed the 28<sup>th</sup> day of November, 2022

Original LOU Document signed by:

**FOR THE BOARD:**

---

Robyn Reid  
School District 63  
Committee

**FOR THE UNION:**

---

Nola Welsh  
CUPE Local 441

## LETTER OF UNDERSTANDING NO. 8

Between



BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 63 (SAANICH)

And



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)

### **RE: WINTER BREAK OPERATIONS**

#### **WHEREAS:**

The Saanich School district has for many years fully shut down its operations for the three or four days during the Winter Break period that are not statutory holidays; and

The Union asserts that 12-month employees should be able to elect to work during this period rather than be required to take time off; and

The parties remain in disagreement that a shutdown of operations during this period would constitute a layoff.

#### **THEREFORE:**

Without prejudice to their respective views and positions, the parties hereby agree as follow:

1. Although there will not be a complete operational shutdown during the Winter Break period, employees are still encouraged to take vacation or use banked time as schools will be closed as usual for two weeks and the District will be attempting to realize operational savings by closing facilities and restricting operations to the greatest extent possible.
2. This agreement applies to 12-month employees. Ten-month and 11-month employees, whether or not they are designated as 12-month employees for vacation purposes in accordance with Article 22.05, will not be working during the period that schools are closed and normal operating procedures will apply for these employees.
3. Twelve-month employees may elect to work on the three or four days within the Winter Break that are not designated as statutory holidays and must either work



all of the days or none of the days except in cases in which the services of particular employees are required on one or more of these days and the exceptions have been pre-approved by the Director of Human Resources.

4. To allow district management to plan for meaningful work during the Winter period for those who elect to work, employees who want to work the three days must advise their manager of their decision no later than at 3:30 p.m. on the last Friday of November.
5. For operational and safety reasons a minimum of two employees will normally be required to work at a location unless suitable check-in arrangements can be made that conform to WorkSafe BC regulations. For some job classifications a minimum of two employees from that same job classification will be required.
6. Due to the small number of employees who may be working, District management will have the ability to assign employees who elect to work these days to specific work site(s) and specific projects within the normal parameters of their job classification for operational and safety reasons.
7. Leave of supervision appropriate to the numbers of employees working, the assigned projects and employee safety will be required and may adversely affect the vacation plans of some employees.

This letter shall be in effect for the life of the current collective agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2015  
Re-signed the 18<sup>th</sup> day of June, 2019  
Re-signed the 28<sup>th</sup> day of November, 2022

Original LOU Document signed by:

**FOR THE BOARD:**

**FOR THE UNION:**

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Robyn Reid  
School District 63

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Nola Welsh  
CUPE Local 441

## LETTER OF UNDERSTANDING NO. 9

Between

Saanich Schools



BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 63 (SAANICH)

And



CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)

### **RE: Home-Stay Coordinators**

#### WHEREAS:

The current three incumbent home-stay coordinators have been working under flexible arrangements that do not fully adhere to the provisions of the current collective agreement with respect to hours of work, overtime and after-hours phone calls; and

The Saanich International Student Program (SISP) requires a high degree of flexibility from the home-stay coordinators in order for the program to operate effectively to meet the diverse needs of international students and host home-stay parents.

#### THEREFORE:

The parties hereby agree as follows:

1. The home-stay coordinator positions are currently 12-month, 35 hour per week positions pursuant to Article 18.01.
2. Notwithstanding Articles 18.01, 18.07 and 18.08, home-stay coordinators may schedule their normal 7-hour work day as they deem necessary and appropriate to meet the needs of international students and host parents, SISP and themselves. This flexing of their hours of work will be done between 7:00 a.m. and 8:00 p.m. Monday and Friday.
3. Occasional evening work may be scheduled by the employer up to 6 times per year for the purpose of conducting home-stay parent orientations and other special in-town events for international students. These evening sessions will be organized in advance and scheduling of the home-stay coordinators normal work day may extend past 8:00pm during these events.
4. Hours of work in excess of 7 per day or 35 per week are considered overtime hours as defined in Article 19.

5. The Principal of SISP will notify all host parents to advise them of the after-hours contact procedures and the emergency contact information for SISP administrators.
6. This Letter of Understanding is without prejudice and precedent to any other employee or group of employees within the bargaining unit.

This Letter of Understanding is in effect until June 30, 2025 and may be amended by the mutual agreement of the parties as appropriate to reflect changes in legislation. Board policy or any other agreed changes affecting bargaining unit employees' hours of work or working conditions. It may be cancelled by either party by giving written notice of at least ninety (90) calendar days.

Signed this 22 day of February 2016  
Re-signed the 18<sup>th</sup> day of June, 2019  
Re-signed the 28<sup>th</sup> day of November, 2022

Original LOU Document signed by:

**FOR THE BOARD:**

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Robyn Reid  
School District 63

**FOR THE UNION:**

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Nola Welsh  
CUPE Local 441

## LETTER OF UNDERSTANDING NO. 10

Between

Saanich Schools



BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 63 (SAANICH)

And



CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)

### **RE: Hours of Work – StrongStart Facilitator**

#### **WHEREAS;**

StrongStart Facilitators (Job 90) fall within the School Support Worker classification and are considered full time employees when scheduled to work thirty-five (35) hours per week, a contractual problem is created when a single employee facilitates two (2) StrongStart Centres.

Each centre is required to operate three (3) hours per day beyond which the facilitator is responsible to set-up, clean-up of materials, attendance, registrations, reporting and acquisition of supplies, which requires an additional one (1) hour per day.

#### **THEREFORE:**

In order to meet the Board's obligations to the Ministry of Education under the Transfer Under Agreement, Early Learning Programs contact, the parties agree that when a single employee successfully posts into this and fills a StrongStart Facilitator position at two (2) centres concurrently, the employee's weekly would hours will be set at forty (40) per week.

This Letter of Understanding shall remain in effect for the term of there current collective agreement and is without prejudice or precedent to any other bargaining until position or articles of the collective agreement.

**All other provisions of Appendix 'A' continues to apply in this situation.**

Re-signed the 30<sup>th</sup> day of April, 2019

Re-signed the 28<sup>th</sup> day of November, 2022

Original LOU Document signed by:

**FOR THE BOARD:**

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Robyn Reid  
School District 63

**FOR THE UNION:**

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Nola Welsh  
CUPE Local 441

## LETTER OF UNDERSTANDING NO. 11

Between

Saanich Schools



BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 63 (SAANICH)

And



CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)

### **RE: 2022-2023 Support Staff Learning Improvement Fund (SSLIF)**

#### **WHEREAS:**

The Ministry of Education, BCPSEA and the provincial support staff unions have agreed to a Support Staff Learning Improvement Fund (SSLIF) for Education Assistant Work.

#### **THEREFORE:**

The parties hereby agree as follows:

1. The parties will meet in advance of the school year to review the funding allotment and determine how Education Assistants will be notified accordingly.
2. It is understood that this fund can only be used for initiatives over and above core-funded jobs at the schools and the statute and regulations of the Learning Improvement Fund precludes use of the fund for non-educational initiatives.
3. The Education Assistants covered by this agreement include those in the following jobs: 47, 51, 62, 71, 72, 91, 100 and Job 106. Those EA's who hold assignments in more than one of these jobs will have their total SSLIF Collaboration Time allocated as described in #3 below.
4. Education Assistants in the above-noted jobs in posted positions of between 10 hours and 34.5 hours (i.e. 34 hours and 30 minutes) per week, both continuing and temporary, will be allocated Collaboration Time funds which can be used and worked **anytime** during the school year while the EA is in their assignment.
5. The Collaboration Funds allocated as hours per #5 below, will be accounted for on an individual basis for each eligible Education Assistant. Education Assistants in multiple assignments and locations are entitled to one single

allocation of SSLIF Collaboration Time. The allocated Collaboration Funds are to be utilized over the course of the school year as agreed to between the school principal (or designate) and the EA and are to be fully expended by each EA by the end of the school year.

EA's who do not use all their Collaboration Funds during the school year will not be able to carry-forward any unused funds to the following school year. At the end of the year, any unused portion of these Collaboration Funds will be carried forward to next year and added to the total SSLIF funds.

EA's in new assignments after February 28<sup>th</sup> are not entitled to Collaboration Funds.

6. The total amount of Collaboration Funds are not to exceed the total district funding amount. After these funds have been expended, new EA position(s) hired during the school year will not receive the Collaboration Time. **The following positions are entitled to a maximum of 20 hours per year of collaboration time; Jobs 47, 51, 62, 72, 91, 100 and 106.**
7. The district-based Job 106 position for 34.25 hours per week will continue to exclusively support school-to-work transition for students with special needs. The Job #106 position will not be used to back-fill other positions or preform Job-49 Student Monitor work. The Job 106 position will be supported with an allocation for mileage reimbursement in the amount of \$2,000 which will come out of the SSLIF funds.
8. At each of the neighborhood secondary schools and both ILC's, 10 hours will be added to each school and in seniority order a top-up of temporary hours to a maximum of 34.25 hours per week will be offered to Education Assistants at the start of each school year. These extra hours can be used to support student learning.
9. At each of the elementary and middle schools and the CDC a top-up of 5 temporary hours per week will be offered to one EA in seniority order as of June 30, 2020. These extra hours can be used to support student learning.
10. The Collaboration Time as described in #3 above is intended to be used for purposes such as collaborating with other EA's, teachers, administrators, colleagues and/or parents with respect to issues of students with special needs. It may be used to attend staff planning days, staff meetings, faculty meetings specific to a department, non-instruction days, IEP and team meetings provided the focus of these meetings is collaboration and deals with issues that cannot be handled during face-to-face time with assigned students.

11. Collaboration time is not to be used to increase an EA's face-to-face time with students or for professional development. Collaboration Time cannot be used to provide student supervision or student support. The scheduling of the Collaboration Time will be determined by the administrator in consultation with the EA. The funds are intended to be used throughout the school year, however it is recognized that there may be times during the year when more opportunities for collaboration are necessary.
12. Employees will record SSLIF Collaboration Time on their weekly timesheet only when they work the additional time using the "EA SSLIF" timesheet line. ie. Collaboration Time must be recorded on your timesheet on the day it is worked and it will be paid out each time within the pay period it is worked within. **Pay statements will report the amount of Collaboration Time worked.**

Overtime is not permitted when using Collaboration Time.

13. The Board will meet with the union during June 2021 to review the funds remaining in the SSLIF. Any funds from the School District's allocation that are not fully utilized by the increase in weekly hours will be used to support innovative practices and initiatives by and for EA's. The Board will provide the union with a full accounting of the status of the SSLIF by July 30<sup>th</sup>, 2021.

For the term of the collective agreement or as otherwise mutually agreed by the parties, this letter and its agreements will be review and amended at the beginning of each school year in light of the provincial funding allocated to the District for the Support Staff Learning Improvement Fund. This LOU is without prejudice and precedent to the parties and to the articles of the collective agreement.

Amended this 7<sup>th</sup> day of September, 2022.

Original LOU Document signed by:

**FOR THE BOARD:**

**FOR THE UNION:**

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Robyn Reid  
School District 63

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Nola Welsh  
CUPE Local 441



## LETTER OF UNDERSTANDING NO. 12

Between

Saanich Schools



BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 63 (SAANICH)

And



CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)

### **RE: Labour Market Adjustment – Job #89 Programmer Analyst/Systems Administrator**

This Letter of Understanding documents the parties' agreement regarding the Labour Market Adjustment (LMA) to be applied to the wage rate of the two incumbents of Job #89 – Programmer Analyst/Systems Administrator. This LMA was recently approved by the Public Service Employers' Council (PSEC) Secretariat in accordance with the following:

- The approved LMA is \$6.46 per hour, which will be added to the negotiated wage rate in effect currently (i.e. \$24.89) and to the negotiated wage rates that will come into effect during the remainder of the term of the collective agreement. That is, the LMA itself is not subject to increase by either negotiated general increases, job evaluation adjustments or Economic Stability Dividends, but rather is added to the base wage rate after any adjustment to the base wage rate.
- This LMA will be effective from the date of signing and will remain in effect for the incumbents of this position for an undetermined length of time based on need in order to resolve problems associated with recruitment and retention of employees in this position; i.e. Job 89. If in the future the employer and/or PSEC determine that the LMA is no longer warranted to attract and retain qualified incumbents, the employer will provide at least six months' notice that the LMA will end or be reduced over time. The circumstances giving rise to such a determination would mostly likely be that the base wage rate would have increased in relation to those of comparable positions in other organizations such that the Job 89 rate would be considered sufficiently competitive without the LMA or a portion of the LMA.

This Letter of Understanding shall remain in effect during the term of this Collective Agreement or as otherwise agreed by the parties and is without prejudice or precedent to the parties and to the articles of the Collective Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.  
Re-signed the 30<sup>th</sup> day of April, 2019  
Re-signed the 28<sup>th</sup> day of November, 2022

Original LOU Document signed by:

**FOR THE BOARD:**

**FOR THE UNION:**

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Robyn Reid  
School District 63

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Nola Welsh  
CUPE Local 441

## LETTER OF UNDERSTANDING NO. 13

Between

Saanich Schools



BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 63 (SAANICH)

And



CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)

### **RE: Overnight SISP Field Trips**

October 28, 2016

Mr. Dean Coates  
President, CUPE Local 441

Dear Dean:

RE: Grievance #15-16-04 – Overnight SISP Field Trips

This letter documents an agreed trial resolution for above-noted grievance for the remainder of the 2016-2017 school year. It does not constitute a resolution of the issue of whether participation in overnight SISP field trips is bargaining unit work.

Prior to 2015-16 bargaining unit employees frequently participated in overnight field trips and acted as chaperones for the participating international students, along with teachers, administrators and parents who also went along on the trips. Such bargaining unit employees were paid their regular daily wages during the trips as well as having their expenses and other fees paid for by SISP. This practice was discontinued during the 2015-16 school year such that bargaining unit employees participating in these trips had to do so as volunteers without pay. Following our meeting with you, Brenda Davis and Christine Gaudet in September, we have been discussing the terms and conditions under which the practice might be reinstituted for the International Program Assistants (IPAs), International School Assistants (ISAs) and potentially for other bargaining unit employees who may be asked to participate in the future.

For the balance of the 2016-2017 school year the parties agree to the following arrangements for overnight SISP field trips:

1. This arrangement is without prejudice and without precedent to any other group of employees within SD63.

2. This arrangement applies only to overnight SISP field trips. It does not apply to other SD63 field trips.
3. The administrators of SISP and the neighbourhood secondary schools will have sole discretion regarding the number of IPAs and /or ISAs that may be asked to participate in any trip. If fewer IPAs than the full contingent are requested to participate, the Principal will meet with the group to discuss who should attend the particular trip.
4. Participating employees will be paid their regular daily wages for each day of the trip. In addition, in recognition of the nature of their responsibilities during trips that do not conform to a normal working day, they will be entitled to one day in lieu for each trip spanning two nights and one-half day in lieu for trips spanning one night. These days are to be taken during the current school year at a time agreed to by their school principal.
5. Employees' expenses will be covered by SISP in accordance with Board policy and guidelines. In addition, employees will be able to participate in activities that are arranged for the international students on these trips (e.g. ski lift passes, whale watching, etc.) at no cost to themselves. If an employee does not participate in an activity, there will be no extra money provided to the employee in lieu of the cost of the activity itself.
6. This arrangement is being re-established and enhanced in recognition of the contribution that IPAs and ISAs are able to make on these trips due to their relationships with the international students.
7. Education Assistants who may be required to participate in overnight SISP field trips to work with a designated student are covered by the provisions of Appendix "A: (paragraph 6) and not by this arrangement.
8. During this trial arrangement for the 2016-17 school year, Grievance #15-16-04 will be held in abeyance. The parties will meet in February 2017 and before the end of June 2017 to review the arrangement after which it may be extended and/or amended by the mutual agreement of the parties. If the arrangement is extended in its current or an amended form, Grievance #15-16-04 will be considered fully resolved.

Re-signed the 18<sup>th</sup> day of June, 2019

Re-signed the 28<sup>th</sup> day of November, 2022

Original LOU Document signed by:

**FOR THE BOARD:**

---

Robyn Reid  
School District 63

**FOR THE UNION:**

---

Nola Welsh  
CUPE Local 441

## **LETTER OF UNDERSTANDING No. 14**

Between

Board of Education of School District No. 63 (Saanich)

And

Canadian Union of Public Employees, Local 441  
(Saanich School Board Employees)

### **RE: TTOC's Working as Back-Up Education Assistants On-Call**

**WHEREAS** the recruitment of qualified Education Assistants (EA) remains an ongoing challenge for the Employer which is resulting in short-term on-call vacancies being left unfilled;

**AND WHEREAS** the Union and the Employer seek to find a solution to fill short-term vacancies while efforts continue in the recruitment of qualified Education Assistants;

**NOW THEREFORE** the parties herewith agree as follows;

1. The Employer will offer an opportunity for Teachers-Teaching-On-Call (TTOC) within the Saanich School District to have their names added to a Back-Up EA On-Call list.
2. Where the Employer has determined the need for a replacement of an Education Assistant vacancy, and the call out of the primary Education Assistant on-call list has been exhausted, the Employer will organize a "Back-Up EA On-Call" from the list of TTOC's who have expressed interest in being called in to work as an Education Assistant.
3. It is the responsibility of SD63 TTOC's interested in working as a Back-Up EA On-Call to notify the Human Resources Department if interested in being placed on the Back-Up EA On-Call list or if they would like their status on the list to be altered.
4. Once a TTOC has accepted a call-in EA opportunity that assignment shall not be altered or cancelled for subsequent competing TTOC short term vacancies.
5. It is the intention of the parties to ensure a TTOC who has accepted EA work receives any appropriate entitlements as outlined under the support staff collective agreement. It is not the intention of the parties to provide superior or duplicate entitlements where a TTOC is already receiving entitlements under the BCPSEA and BCTF Provincial Collective Agreement. The parties agree to meet to discuss and resolve concerns pertaining to duplicate or superior entitlements if they arise.
6. This Letter of Understanding will be reviewed by the parties at the beginning of each school year following an assessment of continual need and effectiveness.

7. This Letter of Understanding shall remain in effect until June 30<sup>th</sup>, 2023 and is without prejudice or precedent to any other bargaining unit position or articles of the collective agreement.

Signed this \_\_\_\_\_ day of October 2022

Original LOU Document signed by:

**FOR THE BOARD:**

**FOR THE UNION:**

---

Robyn Reid  
School District 63

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Nola Welsh  
CUPE Local 441

**LETTER OF UNDERSTANDING No “15”**

**Between**

**BOARD OF EDUCATION OF SCHOOL DISTRICT NO.63 (SAANICH)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)**

**RE: Extended Health Benefits**

WHEREAS the Parties have agreed to explore the option of enrollment to the Provincial Education Benefits Trust (PEBT) Standardized Plan.

THEREFORE the Parties agree:

1. The District agrees to the enrollment of CUPE Local 441 to the PEBT Standardized Plan.
2. The Parties will request the PEBT provide a plan comparison of the existing CUPE Local 441 Extended Health plan to the PEBT Standardized Plan.
3. Within 90 (90) days of receipt of the plan comparison, the Union will present to the CUPE Local 441 membership the comparison and any other relevant information about the possible change of plans.
4. Following the information being presented, the Union will conduct a membership vote to determine if the switch to the PEBT Standardized Plan will occur. The vote threshold shall be the majority of those union members who place a vote.

Agreed to on \_\_\_\_\_ of \_\_\_\_\_ by:

Original LOU Document signed by:

**FOR THE BOARD:**

**FOR THE UNION:**

\_\_\_\_\_  
Robyn Reid  
School District 63

\_\_\_\_\_  
Nola Welsh  
CUPE Local 441



## **LETTER OF UNDERSTANDING NO. 16**

Between

SCHOOL DISTRICT NO. 63 (SAANICH)

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)

### **RE: Labour Market Adjustments – Maintenance Supervisor, Education Assistants, Information Technology and Clerical**

CUPE Local 441 and School District #63 (Saanich) agree that a portion of the local funding allocation as outlined in section #6 of the Provincial Framework Agreement covering the collective agreement term of 2022-2025 will be applied as Labour Market Adjustments as follows:

1. Commencing July 1, 2022, Job #37 – Maintenance Supervisor, will receive an increase in wage in the amount of \$1.50/hour.
2. Commencing July 1, 2022, the positions outlined in section #4 below will receive a Labour Market Adjustment increase in the amount of 0.97%.
3. Commencing July 1, 2023, the positions outlined in section #4 below will receive an additional Labour Market Adjustment increase in the amount of 0.17%.
4. The positions that will receive the increases as outlined in section #2 and #3 outlined above are as follows:

#### Education Assistant

- Job 47 – Specialized Education Assistant – Alternative Programs
  - Job 50 – Education Assistant – French Immersion and FSL
  - Job 51 – Education Assistant – Learning Services
  - Job 62 – Technology Education (*No current incumbents*)
  - Job 71 – Intervenor (*No current incumbents*)
  - Job 72 – Interpreter (*No current incumbents*)
  - Job 91 – Brailist / Transcriber (*No current incumbents*)
  - Job 100 – Complex Needs Specialized EA Learning Services
  - Job 106 – Employment Explorations Coordinator
  - Job 114 – Communications Facilitator / Education Assistant
- #### Information Technology
- Job 76 – District Systems Analyst
  - Job 88 – Graphic Web Designer
  - Job 89 – Programmer Analyst / Systems Administrator

- Job 97 – Information Systems Coordinator
- Job 108 – Distributed Learning Systems Coordinator
- Job 117 – District Data Systems Analyst  
Clerical
- Job 10 – Distance Education Administrative Assistant
- Job 11 – Distance Education Elementary Secretary
- Job 15 – Distance Education Secretary
- Job 20 – District Executive Assistant
- Job 21 – Payroll and Benefits Specialist
- Job 23 – District Secretary
- Job 27 – School Accounts / Secretary
- Job 38 – Office Assistant
- Job 40 – School Accounts
- Job 41 – School Administrative Assistant
- Job 43 – School Receptionist / Secretary
- Job 48 – Student Information Systems Coordinator II
- Job 52 – Technical Assistant – Library Learning Commons
- Job 54 – Technician – Library Learning Commons
- Job 65 – School Secretary
- Job 66 – Distance Education Secretary / Accounts
- Job 68 – Student Information Systems Coordinator I
- Job 69 – School Accounts (Claremont)
- Job 73 – Career Centre Assistant
- Job 75 – Administration Assistant – Human Resources
- Job 78 – Facilities Executive Assistant
- Job 82 – District Office Receptionist
- Job 85 – District Accounts Payable Clerk
- Job 93 – Homestay Coordinator
- Job 99 – Custodial and Community Use Coordinator
- Job 101 – Transportation Clerk / Dispatcher
- Job 102 – Senior Human Resources Assistant
- Job 103 – Senior District Accounts Clerk
- Job 105 – Transportation Assistant
- Job 107 – International Program Assistant
- Job 109 – Health and Safety Assistant
- Job 110 – International School Assistant
- Job 111 – Senior District Accounts and Payroll Clerk
- Job 115 – Speech Language Pathology Assistant – Learning Services
- Job 118 – SISP International Program Assistant – Accounts
- Job 119 – HR and Benefits Analyst

Agreed to on \_\_\_\_\_ of \_\_\_\_\_ by:

Original LOU Document signed by:

**FOR THE BOARD:**

**FOR THE UNION:**

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Robyn Reid  
School District 63

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Nola Welsh  
CUPE Local 441

**LETTER OF UNDERSTANDING NO. 17**

SCHOOL DISTRICT NO. 63 (SAANICH)

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)

**RE: Professional Development Day Funding**

CUPE Local 441 and School District #63 (Saanich) agree that a portion of the local funding allocation as outlined in section #6 of the Provincial Framework Agreement covering the collective agreement term of 2022-2025 will be applied as an increase to the existing CUPE Professional Development Day fund associated with Article 24.06(b) as follows:

1. For the 2022/23 school year there will be a one-time increase in funding of \$2,610.00.
2. For the 2023/24 school year there will be a one-time increase in funding of \$1,708.00.
3. For the 2024/25 school year there will be an increase in ongoing annual funding in the amount of \$775.00.

Agreed to on \_\_\_\_\_ of \_\_\_\_\_ by:

Original LOU Document signed by:

**FOR THE BOARD:**

**FOR THE UNION:**

\_\_\_\_\_  
Robyn Reid  
School District 63

\_\_\_\_\_  
Nola Welsh  
CUPE Local 441

## **LETTER OF UNDERSTANDING NO. 18**

Between

BOARD OF EDUCATION OF SCHOOL DISTRICT NO.63 (SAANICH)

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 441  
(SAANICH SCHOOL BOARD EMPLOYEES)

### **RE: Employment Equity – Employees with Indigenous Ancestry**

WHEREAS

The Parties acknowledge that employees with Indigenous ancestry are underrepresented in the Saanich School District, and that this under-representation is the result of colonial structures and practices that have limited equity of opportunity.

AND WHEREAS

The Parties acknowledge that there is further work required between the Parties and with the membership through education and consultation to increase understanding.

AND WHEREAS

In the spirit of Truth and Reconciliation, the Parties are committed to specific actions that will redress this under-representation.

NOW THEREFORE WE COMMIT TO:

1. Build awareness and understanding of Indigenous cultures through continued Cultural Competency Training with a foundational focus on Indigenous language, culture and history for all support staff members.
2. Consultation between the Stakeholders in an Employment Equity Committee (EEC) which shall include four (4) representatives from CUPE Local 441, and where reasonably possible with two (2) of the four (4) representatives holding Indigenous ancestry.
  - a. The EEC shall be focused on finding solutions to remove barriers present in achieving employment equity.
  - b. The CUPE 441 and Employer representatives will have further discussions regarding defining of Stakeholders.
  - c. A specific objective of the EEC is to establish an employment equity agreement within the lifespan of the 2022-2025 Collective Agreement, with actions that the parties agree will remove systemic barriers as well as support the equitable representation of support staff members with

- Indigenous ancestry. Such actions may include the implementation of preferential hiring of applicants with self-identified Indigenous ancestry.
- d. All members of the EEC will have completed the Saanich School District's Cultural Competency training prior to the first committee meeting.
  - e. The first meeting of the committee shall take place within ninety (90) days of ratification of the Collective Agreement.

In the event concerns arise through the application or interpretation of this agreement, the parties will meet to find a mutual resolution. This Letter of Understanding may be amended by mutual agreement between the parties.

Agreed to on \_\_\_\_\_ of \_\_\_\_\_ by:

Original LOU Document signed by:

**FOR THE BOARD:**

**FOR THE UNION:**

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Robyn Reid  
School District 63

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Nola Welsh  
CUPE Local 441

## ATTACHMENT '1'

### Resolution of Grievance #CG13-14-03-Article 24.01 (a)

School District No. 63 (Saanich)

## Saanich Schools

2125 Keating Cross Road, Saanichton, BC, Canada V8M 2A5  
August 28, 2014

(250) 652-7300 Fax: (250) 652-6421

Mr. Dean Coates  
President, CUPE Local 441  
PO Box 100  
Brentwood Bay, BC V8M 1R3

Dear Dean:

Re: Resolution of Grievance # CG13-14-03 – Article 24.01(a)

This letter documents the agreement reached by the parties to resolve this grievance on August 22, 2014 with the assistance of Grant McArthur, Director of Mediation Services with the Labour Relations Board of BC.

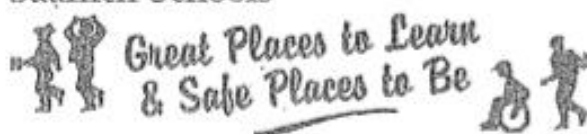
Article 24.01(a), the subject of the grievance, states:

*Time off with pay shall be granted to not more than four (4) elected representatives of the Union when it becomes necessary to transact business with the Board during working hours. The amount of time off shall be taken only when prior approval of the Board has been obtained.*

Effective the date of ratification of their Memorandum of Agreement (MoA) the parties agree to administer Article 24.01(a) as follows:

- There will be no amendments made to the current language of Art. 24.01(a).
- Union representatives whose work falls within the scope of Art. 24.01(a) will incur no loss of pay for such work. When part or all of such meetings fall outside the representatives' scheduled working hours, equivalent time off with pay will be granted, normally on the day of the meeting or at a time mutually agreeable to the representative and the manager.
- The following meetings will be deemed to be joint meetings that will be administered within the scope of Art. 24.01(a):
  - Job Evaluation Committee meetings (Art. 27.03)
  - Labour-Management Committee meetings (Art. 9.03)
  - Professional Development Committee meetings (Art. 24.06). In accordance with Art. 24.01(a), the Employer will be responsible for compensating up to four (4) union representatives on the Pro-D Committee.
  - Negotiations/collective bargaining (Art. 10.01)
  - Meetings held in accordance with Section 54 of the Labour Relations Code (Art. 30)
  - Claiming day and/or layoff meetings (Art. 17 and Appendix "A")
  - Joint Early Intervention Service (JEIS) meetings
  - Employer-initiated meetings that might lead to discipline of an employee (Art. 14.07)
  - Step 3 grievance meetings (Art. 12.02)

Saanich Schools

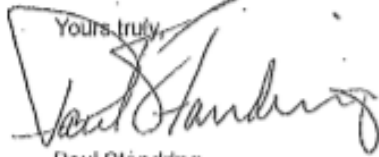


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- Where travel time is required for union representatives to attend joint meetings, existing practice will continue to apply.
- Issues that have not been addressed in this letter that give rise to disagreements regarding the application of Art. 24.01(a) will be referred to the Labour-Management Committee.

As this grievance is now resolved, the parties will withdraw Grievance # 13-14-03 and cancel the arbitration of this dispute that is scheduled for November 2014.

Please indicate your agreement to this resolution by signing below.

Yours truly,  
  
Paul Ständring  
Director, Human Resources

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The Union's grievance concerning the application of Article 24.01(a) is resolved in accordance with the terms specified above in this letter.

  
Dean Coates – President, CUPE 441

Aug 28/14  
Date